

1 BILL NO. S-81-09- 15

2 SPECIAL ORDINANCE NUMBER S- Whitteman

3
4 AN ORDINANCE approving a contract by and
5 between the City of Fort Wayne, Indiana,
6 through its Board of Public Works and
7 National Serv-All, Inc., for the collection,
8 transportation and disposal of garbage and
9 refuse.

10 WHEREAS, the City, through its Board of Public Works,
11 has let bids for the collection of garbage and refuse for the
12 years 1982 through 1987;

13 WHEREAS, said contract has been awarded to National Serv-
14 All, Inc., who has been determined to be the lowest and best
15 bidder, as provided for by law by the Board of Public Works;

16 WHEREAS, the City is desirous of having said contract
17 with National Serv-All, Inc. for the collection of garbage and
18 refuse approved by the Common Council.

19 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
20 THE CITY OF FORT WAYNE, INDIANA:

21 SECTION 1. That the contract dated September 15, 1981,
22 by and between the City of Fort Wayne by and through its
23 Mayor and its Board of Public Works and National Serv-All, Inc.
24 for collection of garbage and refuse including the transporta-
25 tion and disposal thereof, is hereby, along with all addenda
26 thereto, ratified and approved in all respects.

27 SECTION 2. Said contract is made a part hereof and is
28 by reference incorporated herein and further said contract is
29 on file in the Office of the Board of Public Works in the City
30 of Fort Wayne, Indiana.

31 SECTION 3. That this Ordinance shall be in full force
32 and effect from and after its passage and approval.

33 APPROVED AS TO FORM AND
34 LEGALITY SEPTEMBER 15, 1981.

Clarence L. Schmidt
COUNCILMAN

Bruce O. Boxberger
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: _____

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by U. Schmidt, seconded by Stier, and duly adopted, placed on its passage. ~~PASSED~~ (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>5</u>	<u>2</u>	<u>2</u>		
<u>BURNS</u>			<u>✓</u>		
<u>EISBART</u>	<u>✓</u>				
<u>GIAQUINTA</u>	<u>✓</u>				
<u>NUCKOLS</u>		<u>✓</u>			
<u>SCHMIDT, D.</u>		<u>✓</u>			
<u>SCHMIDT, V.</u>	<u>✓</u>				
<u>SCHOMBURG</u>			<u>✓</u>		
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 10-27-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. _____ on the _____ day of _____, 19____.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this _____ day of 19____, at the hour of _____ o'clock _____ M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

Withdraw

BILL NO. S-81-09-15

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by and between the City of Fort Wayne,
Indiana, through its Board of Public Works and National Serv-All
Inc., for the collection, transportation and disposal of garbage and
refuse

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

10-12-81

CONCURRED IN

DATE 10-12-81 CHARLES W. WESTERMAN, CITY CLERK

CITY OF FORT WAYNE, INDIANA
WINFIELD C. MOSES, JR. - MAYOR

BOARD OF PUBLIC WORKS
THOMAS W. LATCHEM
ROBERTA ANDERSON STATEN
BETTY R. COLLINS

CONTRACT DOCUMENTS FOR
COLLECTION OF GARBAGE AND REFUSE

1981

NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS
PROPOSAL
CONTRACT
SPECIFICATIONS
GENERAL CONDITIONS
EXHIBITS

COLLECTION, TRANSPORTATION, AND DISPOSAL
OF SOLID WASTES
CITY OF FORT WAYNE, INDIANA

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ADVERTISEMENT FOR BIDS - NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on the 10th day of September, 1981, at 10:00 A.M., for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobil home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1982, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

BOARD OF PUBLIC WORKS

THOMAS W. LATCHEM
ROBERTA ANDERSON STATEN
BETTY R. COLLINS

ATTEST: Sandra Kennedy, Clerk

PUBLISH:

INSTRUCTION TO BIDDERS

1. PROPOSALS: each Proposal shall be legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations are to be made on the printed forms by erasures, interpolations, or otherwise, unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal, or in the form on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Proposal when submitted.

Each Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Public Works of the City of Fort Wayne, Indiana, identified on the outside with the words, "PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES", and filed with the Board of Public Works, City-County Building, Fort Wayne, Indiana.

2. PROPOSAL GUARANTEE: Each Proposal shall be accompanied by a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable bidder's bond for the Zone or Zones being bid. The Proposal Guarantee amounts per Zone are listed below:

PROPOSAL GUARANTEE AMOUNTS:

Zone No. 1: (City Wide Zone)	\$ 120,000.00
Zone No. 2: (Southeast Zone)	\$ 40,000.00
Zone No. 3: (Southwest Zone)	\$ 40,000.00
Zone No. 4: (Northern Zone)	\$ 40,000.00

If Contractor is bidding Zone No. 1 along with any other Zones independently, the Contractor is responsible for only submitting the maximum amount for Zone No. 1. If Contractor is bidding on only one or two of the independent Zones, the Contractor must submit an amount equal to the sum of the amounts for the Zones being bid. At no time must a Bid Bond be submitted greater than \$120,000.00.

The proposal guarantee shall be made payable without condition to the Board of Public Works of the City of Fort Wayne, Indiana, hereinafter referred to as Owner. The proposal guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the

Proposal is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

3. RETURN OF PROPOSAL GUARANTEE: The Proposal guarantee deposit of each bidder will be returned if his/her Proposal is rejected. The Proposal guarantee deposit of the bidder to whom a contract is awarded will be returned when he/she executes a contract and files a satisfactory performance bond. The Proposal deposit of the second lowest and best responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the contract and bond by the successful bidder.

4. WITHDRAWAL OF BID: No bidder may withdraw his/her Proposal for sixty (60) days after the date and hour set for the opening.

5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids for any reason whatsoever; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

6. SIGNATURE OF BIDDERS: Each bidder shall sign his/her Proposal and all Addendum using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word, "president", "secretary", "agent", or other designation without disclosing his/her principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he/she may submit to the Board of Public Works, 1 East Main St., Room 910, City County Bldg., Fort Wayne, Indiana 46802, a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Board of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

September 4, 1981, 10:00 A.M. is the final day and time by which bidders may submit written requests related to interpretation of contract documents. This time has been set in order that the Board of Public Works may have ample time to respond in writing to each person who contemplates submitting a bid package.

8. LOCAL CONDITIONS AFFECTING WORK: Each bidder shall visit the site, or sites, of the work and shall completely inform themselves relative to potential hazards, labor conditions, and all other conditions and factors, local and otherwise, which would affect completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bidder's Proposal. There will be no subsequent financial adjustment for lack of such prior information.

9. QUALIFICATION OF BIDDERS: Each bidder must furnish satisfactory evidence that it has operated or is presently operating a residential refuse collection system of a type and extent comparable to that outlined in these specifications, and that it has successfully conducted such an operation for a period of not less than two (2) years within the last five (5) years and the bidder must be able to demonstrate sufficient refuse collection experience to satisfy the Board of Public Works that the provisions of the Contract documents can be fully and satisfactorily complied with. Further, each bidder shall be required to demonstrate to the satisfaction of the Board of Public Works that it has adequate equipment, financial resources, adequate work plan, facilities, experienced personnel and expertise to perform the Services called for by this

Contract and shall furnish such information and/or proof covering its qualifications when requested by the Board of Public Works. Refuse collection operations which have or are now being operated by the bidder shall be subject to inspection to determine the bidder's ability to perform satisfactorily under the Contract. No Contract shall be awarded to a bidder who, as determined by the Board of Public Works, is not qualified to adequately perform due to an unsatisfactory record, inadequate experience or who lacks the necessary capital, organization or equipment to conduct and complete the services in strict accordance with the terms and conditions of the Contract. Bids will be considered from only those bidders, that in the opinion of the Board of Public Works, have a sufficient background or experience in the refuse collection field and meet the other requirements called for in the Contract documents.

10. INDIANA LEGAL REQUIREMENTS: Each bidder shall submit under oath with his/her Proposal, completed statements of his/her experience, his/her proposed plan for performing the work, the equipment which he/she has available to perform the work, and his/her financial statement. The statements shall be submitted on Questionnaire Form No. 96-A of the Indiana State Board of Accounts. The term "construction" in Form No. 96-A shall be interpreted to mean the "collection, transportation, and disposal of solid waste".

11. GUARANTEE: If any bidder relies on the assets of its parent corporation or any other entity, then a guarantee document, legally executed by such parent corporation or any other entity shall be submitted along with and as a part of the bidder's bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.

12. PERFORMANCE BOND: The bidder to whom a contract is awarded will be required to furnish an annual Performance Bond acceptable to the Owner in an amount as set forth in the specifications.

The bond shall be executed by a surety company authorized to do business in the State of Indiana and acceptable as Surety to the Owner.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

13. BOUND COPY OF CONTRACT DOCUMENTS: The Proposal or other bidding forms shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.

14. TERM OF CONTRACT: The term of this contract shall be for a period of six (6) years, beginning January 1, 1982 and ending December 31, 1987, with an Option to renew with the approval of all contracting parties for a period not to exceed one (1) year, conforming with the same terms and conditions established with this initial contract.

15. PROPOSITIONS: Contractor must submit a price for Propositions No.s 1 through 3 as stated in the Contract.

CITY OF FORT WAYNE, INDIANA
COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES

COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES

FROM

FORT WAYNE, INDIANA

PROPOSAL

TO THE BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding the extent and character of the work covered by this Proposal and all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, solid waste disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the proposed contract documents and the specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and to accept in full payment sums determined by the bid plus the following unit price plus or minus any special payments and adjustments provided in the Specifications.

PROPOSITIONS NO. 1 THROUGH 3 - This Contract provides for five (5) Options for Cost Adjustment over the period of this Contract. For evaluating this Contract on an equal basis, the City requests that the Contractor bids using all five (5) Options. Should Contractor not bid one or more of the Options, the Contractor waives any claim against the City for bias or unfair evaluation of the bids.

(a) The City has established the five (5) different methods of calculating the Annual Cost Adjustment for

the term of the contract for the purpose of maximizing competitive bidding. To create a fair and equitable process of evaluating bids, the City requests that each bidder submit prices based on each Cost Adjustment method. Should any bidder elect not to bid all methods, the bidder so allows the City to evaluate the bids in any manner that is, in the opinion of the Board of Public Works, in the best interest of the City, without protest or recourse.

PROPOSITION NO. 1.

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from;

- (a) Curb or alley location for each household and duplex unit.
- (b) approved curb location for mobile home courts
- (c) Refuse collection from City Facilities as specified within this Contract.

Total (per zone) City of Fort Wayne, Indiana, first year annual amount, subject to adjustments provided in the Specifications.

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5

PROPOSITION NO. 2:

For the complete performance of all the terms, conditions and Provisions of Proposition No. 2, as specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from Multi-Family units; (Three (3) units and over)

(a) Per unit price for once a week "single family type" pickup of Multi-Family units (Costs paid by the City):

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3 "	ZONE NO.4
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5

PROPOSITION NO. 3:

Adjustments in the contract price, per zone, for the providing of "single family type" collection and disposal of solid waste caused by changes in the total number of residences referred to herein, resulting from annexation, new construction or demolition.

In case of annexation to the City the contractor operating in the physically adjacent zone will increase service to the applicable units. Note: regarding the Exhibit "B" map, the North/Southeast/Southwest zone lines extend beyond the current city limits to take future annexation into account.

Per month, Collection Unit Change:

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5

The undersigned bidder agrees to enter into a contract with the City of Fort Wayne, Indiana for the collection, transportation and disposal of residential solid waste including garbage, rubbish, and household rubbish, in accordance with the terms and provisions of the Notice to Bidders, Instructions to Bidders, Specifications, Proposal Form, Non-Collusion Affidavit, Form 940-A Affirmative Action Program, and Questionnaire of Experience in City Wide or Individual Zone collection and, if applicable, operation of an EPA approved sanitary landfill.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) days after acceptance and award of this Proposal.

Enclosed herewith is the required Proposal Guarantee in the amount or amounts required depending on which Zone or combination of Zones are bid. The maximum required Proposal Guarantee for any Proposal is \$120,000.00.

Proposal Guarantee Amounts:

Zone No. 1: (City Wide Zone)	\$ 120,000.00
Zone No. 2: (Southeast Zone)	\$ 120,000.00
Zone No. 3: (Southwest Zone)	\$ 120,000.00
Zone No. 4: (Northern Zone)	\$ 120,000.00

The undersigned bidder agrees to forfeit the above specified amount which will become the property of the Board of Public Works, as liquidated damages, should this Proposal be accepted and a contract be awarded to him and he/she fail to enter into a contract in the form prescribed and to furnish the required bond within ten (10) days, but

otherwise the aforesaid proposal guarantee will be returned upon his/her signing the contract and delivering an approved performance bond.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of bids.

Complete information for (a) Work references, (b) Form 96-A: Financial Statement, Work Plan, Equipment list and list of Officers and Stockholders owning 10% or more, (c) Sanitary landfill operation if applicable, (d) Non-Collusion Affidavit, and (e) Affirmative Action Program.

A Non-Collusion Affidavit as required by the Statutes of the State of Indiana and Questionnaire Form 96-A of the Indiana State Board of Accounts are properly executed and attached hereto.

Dated in this day of 1981.

SIGNATURE OF BIDDER:

If an Individual: doing business
as.....

If a Partnership:
by Partner

If a Corporation:
by
Title (SEAL)

Business Address of Bidder:
.....
.....

NON-COLLUSION AFFIDAVIT

STATE OF)
) SS:
COUNTY OF)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

CONTRACTOR:

By

Title(SEAL)

Subscribed and sworn to before me this day of
....., 1981.

.....
Notary Public

My Commission Expires:

.....

WORK EXPERIENCE

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned has performed during the last five (5) years:

<u>NAME OF CITY</u>	<u>DATE & TERM OF CONTRACT</u>	<u>CONTRACT PRICE</u>
---------------------	------------------------------------	-----------------------

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned is now performing:

<u>NAME OF CITY</u>	<u>DATE & TERM OF CONTRACT</u>	<u>CONTRACT PRICE</u>
---------------------	------------------------------------	-----------------------

CONTRACT

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, Made the 15th day of SEPTEMBER 1981, by and between NATIONAL SERV-ALL, INC., whose address is 6231 MACBETH ROAD, FORT WAYNE, INDIANA 46809, hereinafter called "Contractor", and the City of Fort Wayne, Allen County, Indiana, a Municipal Corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation services, bonds and insurance required to perform and to complete in a workman-like manner all the work required for the disposal of solid waste including garbage, rubbish and household rubbish as specified in the Propositions listed in Article II, indentified in these contractual documents as Contract No. all in strict accordance with the specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I, as bid by successful bidder as follows:

PROPOSITION NO. 1: (Annual amount, first year)

COST ADJ. OPTION	ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4
NO. 1
NO. 2
NO. 3
NO. 4	\$1,803,785.00....	.....	.....	.....
NO. 5

PROPOSITION NO. 2 (Per Month, Per Unit)

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1
NO. 2
NO. 3
NO. 4	.....\$2.69.....	.....	.....	.....
NO. 5

PROPOSITION NO. 3: (Per Month, Per Unit)

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1
NO. 2
NO. 3
NO. 4	.....\$2.99.....	.....	.....	.....
NO. 5

ARTICLE III, PAYMENTS TO CONTRACTOR

No later than the thirtieth of the first month of the first year of the contract and on each succeeding thirtieth day of each calendar month following, the Owner will make 1/12 payment for solid waste collection and disposal as specified. At the discretion of the Contractor, 1/24 payments may be made on the fifteenth and thirtieth of each month.

The Contractor shall report to the Board of Public Works on a quarterly basis, identifying the number of units served under Proposition I, and the number of units under Proposition II by address, and, if applicable, Proposition III, electing "single family type" service. The report will establish the number of units that the Contractor will be reimbursed for, as stated in Proposition No. 2. Payment for Multi-Family units will be made concurrently with payments for single family, duplex, and mobile home units under Proposition No. 1.

ARTICLE IV, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Proposal Form
5. Non-Collusion Affidavit
6. Form 96-A
7. Statement of experience in Collection of Solid Waste
8. Performance Bond

9. This Contract
10. Insurance Certificates
11. EEO/AA Documents (2) Exhibit "D"

ARTICLE VI, APPROVAL OF CONTRACT

This contract, although executed on behalf of the owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

National Serv-all, Inc.
Charles Walbridge
 By:
 NATIONAL SERV-ALL, INC. Charles Walbridge,
 Sec. & Treas.

CITY OF FORT WAYNE, INDIANA

Winfield C. Moses, Jr.

 Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

Thomas W. Latchem

 Thomas W. Latchem, Chairman

Roberta Anderson Staten

 Roberta Anderson Staten, Member

Betty R. Collins

 Betty R. Collins, Member

ATTEST:

Donald E. Kennedy

 Clerk of the Board

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 15th day of September, 1981, Charles H. Hall and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the purposes herein mentioned.

WITNESS my hand and Notary Seal.

Elizabeth J. Meyer
Notary Public

My Commission expires:

ELIZABETH J. MEYER, Notary Public
Resident of Allen County
My Commission Expires Feb. 12, 1985

.....

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Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 1st day of September, 1981, Winfield C. Moses, Jr., and also, Thomas W. Latchem, Betty R. Collins, Roberta Anderson Staten, and Sandra Kennedy, known to me to be the Mayor, the members of the Board of Public Works and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and Acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

Elizabeth J. Meyer
Notary Public

ELIZABETH J. MEYER, Notary Public
Resident of Allen County
My Commission Expires Feb. 12, 1985

Approved as to form and legality:
Bruce O. Boxberger
 Bruce O. Boxberger, City Attorney

CITY OF FORT WAYNE, INDIANA

SOLID WASTE COLLECTION

GENERAL SPECIFICATIONS

1981

1. INTENT AND PURPOSE:

It is the intent of the CITY OF FORT WAYNE to furnish to its residents a comprehensive solid waste collection service consisting of a weekly pickup from the property of bagged and containerized garbage, rubbish, and household rubbish. Collection service to be based upon total solid waste pickup from all residents, apartment complexes and mobile home courts within the boundaries of the specific Zones established in this Contract. Included, will be the pickup of all City operated facilities, excluding Aviation and Parks, and all City "Trash Cans".

2. ZONES:

This contract will allow for up to three separate proposals within one bid. The City has been divided up into three Zones. Each Zone may be bid independently from each other, or any combination of Zones may be bid. As well as bidding on each, or any combination, of Zones, it is encouraged that each contractor bid on Zone No. 1. Location of each Zone and the number of dwelling units by size are attached to this document as Exhibit "A".

3. DEFINITIONS:

A. GARBAGE - The word "garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit or vegetable matter that results from the preparation, use and cooking of food, tin cans, glass bottles and broken crockery which have been used as food or beverage holders, also old bottles, glass, china and crockery.

B. RUBBISH - The word "rubbish" means all rag, broken glass, crockery, bottles, tin cans, paper, grass cuttings and household refuse, generally including extinguished incinerator ashes and refuse from paper burners, and cold

ashes from heating plants and coal stoves. It is that material which is easily placed in household refuse containers. Hot coals are excluded.

C. HOUSEHOLD RUBBISH - The word "household rubbish" will include the picking up from residential property, apartment complexes and mobile home courts household goods, household refuse, furniture, springs and mattresses, tin cans, bottles, crockery, broken glass, rags, grass cuttings and other similar debris, hedge cuttings and shrubbery trimmings bundled, boxed or otherwise contained, furnace pipe, stoves, water heaters, refrigerators, television sets, trunks, incinerator refuse and cold ashes of all kinds and descriptions, wood not over 60 inches in length, all rubbish, trash, debris, waste, litter, scrap, packings, excelsior, straw, metal cooking utensils, toys, porcelain, carpeting, leather, shoes, clothing, cardboard, household appliances, tree trimmings, trees and tree limbs under 60 inches in length.

Excluded will be broken concrete and other refuse from repairs, alterations and new construction of buildings and sidewalks, tree limbs and trunks over 60 inches in length and debris from commercial or industrial establishments, and material which cannot be easily handled by one (1) man, or weighs over 60 pounds. However, household appliances weighing over 60 pounds will be picked up under Proposition No. 1.

The Contractor shall remove all garbage, rubbish and household rubbish at designated pickup sites, including any debris dropped during pickup.

4. CONTROL AND PENALTIES/REWARDS:

A. The Contractor shall work under the immediate supervision of the Board of Public Works of the City. Complaints, missed pickups and directions necessary for satisfactory service will be handled through the Citizen Advocates Office. The Citizen Advocate (or authorized representative) shall notify the Contractor, through telephone communication, of any missed or unsatisfactory pickups, and the Contractor must make those pickups within 48 hours. In addition, Contractor will work with the Citizen Advocate to resolve all citizen complaints and problems to the satisfaction of the Board of Public Works.

B. The City of Fort Wayne shall conduct, in September of the first year (1982) and each following year of the

contract in the month of May, a telephone survey of 400 randomly selected homeowners within the City of Fort Wayne.

Each of these 400 homeowners shall be asked: "How would you rate the garbage service you receive from the City; excellent, good, not so good, or poor?". Of those who express an opinion, for each percentage point above 20% of people who feel that garbage service is "not so good" or "poor", the City shall deduct \$2,000 from its annual payment, in one lump sum, within 30 days of conclusion of survey, to the contractor. For every percentage below 20% of those responding "not so good" or "poor", the City shall add \$2,000 to its annual payment, in one lump sum, within 30 days of conclusion of survey, to the contractor. If the contractor questions the validity of the opinion research conducted by the City, then it may, using its own funds, commission independent opinion research from a consultant jointly agreed upon with the City. The same question shall be used, and the City's penalty or reward shall be based on the independent opinion research. The formula for quality of service penalty or reward shall, in short, be as follows: $-1 \times (\% \text{ indicating garbage service is not so good or poor} - 20) \times \$2,000$.

C. In the event Contractor fails to collect and remove or properly dispose of garbage or other materials herein provided for, in accordance with the terms of this contract, for a period of seven (7) days (Acts of God excepted), the Board of Public Works of the City may, after written notice to Contractor of specific complaint, cause all such garbage and such material to be collected and disposed of by City, or the City may contract with any other Contractor and utilize their manpower and equipment, and any and all costs and expenses which may be incurred by City shall be paid by Contractor to City immediately upon demand or may be paid by City out of or be charged against any monies due Contractor from City, at the election of City. Should it then be determined that Contractor is unable or unwilling to comply with the terms of this contract, City shall have the right forthwith to take over and operate any or all of Contractor's equipment and disposal facilities, including any and all trucks, sites and other facilities used in connection with this contract, and such of Contractor's personnel necessary to the operation of the same as are individually willing to work for the City in connection therewith until such time as Contractor shall satisfy said Board of Public Works of City that it is ready, able and willing to comply with all terms, conditions and provisions of this contract. In the event City has operated said collection and disposal system for a period of thirty (30) days, or upon any substantial

breach of this contract, at the option of City, an appraisal committee will be appointed, consisting of three (3) members, one to be appointed by Contractor, one member appointed by the City, the third member will be appointed by the two so selected by the Contractor and the City. The committee shall have the sole and exclusive authority to appraise and evaluate the trucks and other equipment of Contractor used in the performance of its obligations hereunder. Said committee shall forthwith appraise and evaluate said trucks and other equipment and shall file a written report thereof with said Board and with Contractor. The Board of Public Works of the City shall have the option, for a period of ninety (90) days thereafter, to purchase from Contractor all said trucks and other equipment and landfill (if applicable) and to concurrently therewith transfer title to said trucks and equipment and landfill (if applicable), the written Contract shall be thereby canceled and terminate.

5. TYPE AND LOCATION OF CONTAINERS AND COLLECTION FREQUENCY:

SINGLE FAMILY AND DUPLEX HOUSING UNITS - Each single family and Duplex housing unit shall receive total pick up of solid waste (garbage and rubbish and household rubbish) once a week on a regular schedule. The Contractor shall designate a pick up spot for each residence within five feet of the residential units property line - at either a curb side or alley side location at the option of the contractor. The residents of each single family or duplex housing unit shall place solid waste within 6 feet of either side of the designated location in metal or plastic cans, plastic refuse or compactor bags of not more than 30 gallon capacity. The Contractor shall be paid for solid waste disposal service to single family and duplex units in the amount bid under Proposition No. 1. From all alley collection points where a fence exists, pickup will be made from alley side of fence.

MULTI-FAMILY HOUSING UNITS (Three (3) units and larger) - Each multi-family housing complex shall receive total pickup of solid waste (garbage, rubbish, and household rubbish), once a week on a regular schedule. The residents of each unit shall place solid waste in a metal or plastic can, plastic refuse or compactor bag of not more than 30 gallon capacity. A pickup site location may be agreed upon between property owner or manager and the contractor. Such site will be easily accessible for contractor's truck to

drive within 30 feet thereof, for ease of loading. In all cases, adequate drives must be provided to allow ingress and egress of contractor's trucks and the complex owner/manager must submit written authorization to the contractor permitting the contractor to enter the premises and to hold the contractor harmless to any damages resulting therefrom. However, contractor shall be responsible for any damages caused by negligence on its part.

Copies of the written authorization to a premise signed by the property owner/manager and the site location of the garbage pickup on the premise are the responsibility of the contractor to obtain. Copies of such documents will be placed on file in the Board of Public Works. In case a property owner/manager of the multi-family unit and the contractor disagree on the site location, the Board of Public Works will arbitrate, accept or reject the site location, as defined by the specifications of the contract.

MOBILE HOME UNITS - Each Mobile Home unit shall receive total pickup of solid waste (garbage, rubbish and household rubbish) once a week on a regular schedule. The Contractor shall designate a pickup spot for each unit within five feet of curb. The resident of each unit shall place solid waste within 6 feet of either side of designated location in metal or plastic cans, plastic refuse or compactor bags of not more than 30 gallon capacity. Above services to be paid for under Proposition No. 1.

(a) Mobile home court owner must provide adequate streets approved by Board of Public Works for ingress and egress to all mobile homes requiring service. Said streets to accommodate Contractor's trucks and allow for pickup at curb.

(b) Mobile home court owner must submit written authorization to the Board of Public Works permitting Contractor to enter premises and hold Contractor harmless to any damages resulting therefrom. However, Contractor shall be responsible for any damages caused by negligence on his part or any of his employees.

CITY FACILITIES - Contractor shall furnish service to all City Owned or Leased facilities (except Aviation and Parks) which produce refuse, on the basis of weekly or daily collections. Frequency of collection will be determined by

the Board of Public Works. A list of City Facilities, including type of collection is attached as Exhibit "C".

(a) Container size will vary from facility to facility. No charge is to be levied by Contractor to City for rental or use of any special container (bin or dumpster), such container, if needed, will be supplied by Contractor during the period of the Contract.

(b) Any additional equipment or collections will have to be justified by the Board by additional City service or building.

SERVICE PROVIDED BY CONTRACTOR: The Contractor awarded the contract for any Zone, 1 through 4, shall be reimbursed by the City for the collection and disposal of garbage, rubbish and household rubbish provided to single family, duplex, mobile home and multi-family units electing identical "single family type" service under the conditions prescribed in the preceding section.

6. TIME OF OPERATION:

RESIDENTIAL - Including Apartment Complexes and Mobile Home Courts. Unless otherwise mutually agreed upon by the Board of Public Works and Contractor, collection of solid waste shall not commence before 5:00 A.M. and shall be completed by 11:00 P.M. on any single day of collection. No collection shall be made on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

CITY FACILITIES - Pickups will be made at the City Facilities at hours to be approved by the Board of Public Works. The Board of Public Works will annually provide an up to date listing of locations of pickups.

City shall advise Contractor of street or alley closings and assist therein by providing access to accomplish required collections. City may, at Contractor's request and expense, post "No Parking" signs to facilitate collections in tight locations.

7. TRASH CANS AND CONTAINERS:

All City owned trash cans and containers in the downtown area (approximately 70 at present time) to be emptied daily, Monday through Friday, by the Contractor awarded the Zone where those containers are located. The location of the trash cans will be provided to Contractor by the Board of Public Works.

8. EQUIPMENT:

The Contractor will furnish all equipment, labor and supervision necessary to collect said garbage and rubbish, and will contract with, or furnish one or more disposal sites for the complete disposal of said garbage. Each bidder shall submit with his/her proposal, types of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be of late model, steel body, non-leakable, and of the automatic packer type capable of collecting all household rubbish as defined in General Specifications 2 (c), during regular pickup schedule. The equipment shall be in such condition that the schedule of collection, as presented to the Board of Public Works, can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from this schedule. The Contractor shall use equipment equal in type, specifications, usual wear and tear excepted, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment as performance of the contract shall from time-to-time require. The equipment must be available fifteen (15) days before the collections are to be made under the contract, at which time they will be inspected by the City.

The name of the company and the truck number shall be painted on both sides of the truck with letters and figures not less than seven (7) inches high. The Contractor must have his/her trucks washed a minimum of three (3) times per week.

The Contractor must make available to the City adequate space on both sides of each truck to hold informational signs that the City will provide. The size of the signs will be no larger than 30' in height and 60' in length. The City will provide the brackets.

9. EMPLOYEE CONTROL:

All of the Contractors employees shall be competent and able to perform the duties assigned to them for all work covered by this contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall remove any employee who refuses or neglect to obey or carry out any of it's or the Board of Public Works instructions and such person shall not again be employed in the work covered by this contract. The Contractor shall prohibit drinking of alcoholic beverages by its employees while on duty or in the course of performing their duties under this Contract.

The Contractor shall give his/her personal supervision to the work or have assigned at all times a competent supervisor or other representative satisfactory to the Board of Public Works and having authority to act for the Contractor.

10. DISPOSAL OF WASTE:

All solid waste collected by the Contractor shall be disposed of by the sanitary landfill method, or by other methods approved by the Board of Public Works. Contractor shall pay all costs for disposal of Solid Wastes collected under this Contract. The Contractor shall contract with or furnish a suitable site adequately zoned for the sanitary landfill, which site will have the prior and continued written approval of the Indiana State Board of Health for said waste disposal and lime and sewage sludge disposal, the Board of Health of the County in which it is located and the Fort Wayne, Allen County Board of Health.

Any proposed landfill site and operation thereof shall meet the requirements of the Indiana Stream Pollution Control Board Regulations SPC-18, Solid Waste Management Permit effective August 15, 1974. Regulation SPC-18 shall be made a part of these specifications for the purpose of acquiring and operating a sanitary landfill.

Bidders shall have forty-five (45) days from the date bids are received to submit evidence that each proposed landfill complies with the standards and requirements as set forth above, as well as any other laws or regulations governing the operation of a sanitary landfill. Failure to meet these requirements may be cause for rejection of a bid.

11. COMPENSATION:

City shall pay the Contractor monthly. Compensation shall be 1/12 of the total bid amount, or at the discretion of the Contractor, 1/24 payments may be made twice monthly. For the second and subsequent contract years, the number of additional collection units will be used as the basis upon which compensation shall be increased; to which there shall be added a figure equal to the number of single family, duplex and mobile home units constructed or otherwise created, within the limits of the Zone for which this contract is written, for the annual period immediately following the prior year for which such computation is made, as supplied by the Board of Public Works for the City of Fort Wayne. Said figure to be used for compensation shall be adjusted negatively based upon all dwelling units which are demolished and razed.

Should any territory be annexed to City, a figure equal to the actual number of single family, duplex and mobile home units therein on the basis of a physical count made by the City, shall be added to the contract of and effective upon the effective date that such annexation is complete and final as prescribed in the applicable statute of the State of Indiana on annexation, and such compensations shall be forthwith increased accordingly. Should any territory be annexed after bid date and prior to starting of contract, such collection units shall be added to the first year's compensation unit figure.

The Contractor shall report to the Board of Public Works on a quarterly basis, identifying the number of units served under Proposition I, and the number of units under Proposition II by address, and, if applicable, Proposition III, electing "single family type" service. The report will establish the number of units that the Contractor will be reimbursed for, as stated in Proposition No. 2. Payment for Multi-Family units will be made concurrently with payments for single family, duplex and mobile home units under Proposition No. 1.

12. ASSIGNMENT:

The Contractor shall not assign the contract or sublet as a whole or in part without the written consent of the City. Such assignment shall not release the Contractor from any of his/her obligations and liabilities under the

contract. Violation of this specification shall result in instant termination. Any violation of the specifications in this contract shall be sufficient cause for the immediate cancellation or issuance of penalties, by the Board of Public Works, who may thereupon employ the necessary labor to perform the work or readvertise or relet the work, at the expense of the offending Contractor and his/her sureties.

13. TERM OF AGREEMENT:

The term of this contract shall be for a period of six (6) years beginning January 1, 1982 and ending December 31, 1987, with an Option to renew with the approval of all contracting parties for a period not to exceed one (1) year conforming with the same terms and conditions established with this initial contract.

14. INDEMNIFICATION:

The Contractor does agree:

To indemnify and save City harmless from, including Attorney fees, any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of Contractor, its agents or employees, in the carrying out of this contract, or any matters connected therewith or related thereto.

To, on notice given by City, defend at its own expense any action or suit brought against City because of any work or other acts done by Contractor under terms hereof;

To pay any judgement which may be obtained against City by reason of any work or acts done hereunder by Contractor, its agents or employees;

To pay all damages occurring to any persons or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

To promptly repair any damage to yard, driveways, alleys, curbs, streets, etc., other than normal wear and tear.

15. INSURANCE:

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 15 (Indemnification). All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
-----	-----
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 ea occurrence
Automobile Prop Damage	\$500,000 each occurrence
Liability	
Excess Umbrella Liability	\$5,000,000 ea occurrence

For purposes of this Contract, the Contractor shall cause the City to become a named insured on any and all such Policies of Insurance referred to herein, as the City's interest may appear. The Contractor shall furnish to the City, prior to 30 days of the beginning of the Contract, Certificates of Compliance with all the foregoing insurance requirements. Failure to do so is cause for termination of the contract.

16. COMPLIANCE WITH LAWS - PERMITS:

The Contractor shall obtain at its own cost, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of the work and/or required by Municipal, State and Federal Regulations and Laws, including Affirmative Action, unless specifically provided otherwise in Contract documents.

The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules, and regulations bearing on the conduct and completion of the work. This Contract, as to all matters not particularly referred to and defined therein shall notwithstanding, be subject to the provisions of all pertinent state statutes and ordinances of the municipality, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

17. BID BOND:

A Certified Check, Cashier's Check, or Bank Draft drawn on a solvent bank payable without condition to the City of Fort Wayne, Indiana, or a satisfactory bid Bond executed by the Bidder and a surety company, in the amount required for the Zone or Zones being Bid, shall be submitted with each bid as a guarantee that if the bid is accepted by the City of Fort Wayne, a contract will be entered into and the performance of the contract will be entered into and the performance of the contract properly secured. No bid shall be withdrawn after opening of bids for a period of sixty (60) days after scheduled date and time of opening bids.

The bid bond amounts required will depend on the Zone or Zones being bid. The amounts are as follows:

Zone No. 1: (City Wide Bid)	\$120,000.00
Zone No. 2: (Southeast Zone)	\$ 40,000.00
Zone No. 3: (Southwest Zone)	\$ 40,000.00
Zone No. 4: (Northern Zone)	\$ 40,000.00

If Contractor is bidding Zone No. 1 along with any other Zones independently, the Contractor is responsible for only submitting the maximum amount for Zone No. 1. If Contractor is bidding on only one or two Zones, the Contractor must submit an amount equal to the sum of the amounts for the Zones being bid. At no time must a Bid Bond be submitted greater than \$120,000.00.

In case a bid is not accepted, the obligation of the said bond shall be null and void and said certified check, cashier's check, or bank draft shall be returned to the bidder.

In case a bid is accepted, and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, and has furnished a performance bond as required, then the obligation of the bid bond shall be null and void or the said certified check, cashier's check, or bank draft shall be returned. In Case a bid is accepted and the Bidder shall refuse or neglect to enter into a contract with the City of Fort Wayne, for the work bid upon, within ten (10) days after notification of acceptance and award, and has furnished bid bond as required, then the obligation of the bid bond shall remain in full force or said certified check, cashier's check, or bank draft shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to so comply.

18. PERFORMANCE BOND:

The successful bidder, at the time of signing the contract and fifteen (15) days prior to the beginning of each contract year, will be required, at his/her own expense, to furnish an annual bond guaranteeing faithful performance of the contract in an amount required for the Zone or Zones being awarded to the successful Contractor under this contract executed by the Bidder and Surety to be approved by the Board of Public Works. The performance

bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect his/her obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to specifications of work".

The Performance Bond amounts required will depend on the Zone or Zones awarded. The amounts are as follows:

Zone No. 1: (City Wide Bid)	\$ 1,050,000.00
Zone No. 2: (Southeast Zone)	\$ 350,000.00
Zone No. 3: (Southwest Zone)	\$ 350,000.00
Zone No. 4: (Northern Zone)	\$ 350,000.00

Notwithstanding on how the bid is awarded, the maximum Performance Bond would be \$1,050,000.00.

19. UNUSUAL INCREASE/DECREASE IN COSTS DUE TO CITY GOVERNMENT ACTIONS:

In the event that large increases (or decreases) in the cost of operation of the work of this Contract occur because of city government action, the Contract amount may be adjusted by mutual agreement of the two parties. Adjustment of the Contract amount for this reason shall be limited to the items that cannot be reasonably anticipated by the Contractor at the time of bidding. The Contractor shall supply detailed information concerning his/her request for consideration for any increase for the Board of Public Work's consideration.

20. TERMS AND CONDITIONS:

The successful bidder shall enter into a contract with the City of Fort Wayne containing in substantial form the terms and conditions set out in the proposed contract, for the established Zone or Zones, as follows:

The Contractor shall enter the amounts of his/her bid for the following Propositions in the areas provided in the Proposal Portions of this bid.

Proposition No. 1:

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

(a) Curb or alley location for each household, duplex and mobile home unit.

(b) Collection, as required, of all City Facilities (except Aviation and Parks) and all City owned trash cans and containers.

Proposition No. 2:

For the complete performance of all the terms, conditions and provisions of Proposition No. 2, as specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from Multi-Family units;

(a) Per unit price for once a week "single family type" pickup of Multi-Family units:

Proposition No. 3:

Adjustments in the contract price, per zone, for the providing of collection and disposal of solid waste caused by changes in the total number of residences referred to herein, resultins from annexation, new construction or demolition.

21. CHANGE IN COST OF DOING BUSINESS:

The compensation payable to the Contractor in Proposition Numbers 1, 2 and 3, for the second and subsequent years of the term hereof shall be adjusted as

provided below. To allow flexibility and increase competition, the Contractor is requested to bid, using all five options. The City, while evaluating the bids, will choose the bid and the option most beneficial to the City over the term of the contract.

The cost option (1,2,3,4 or 5) that the contractor proposes and subsequently the City selects as the "most beneficial to the City" will be the cost adjustment formula used for the six years of the contract. If the City elects to extend the contract for one more year (7th year) the same cost adjustment option will be in effect.

All reference to CPI, (Consumer Price Index) throughout the Proposal, Specifications, Contract and Addendums, will be based as follows:

Change in CPI will be measured on an annual basis with measurement period corresponding to the Federal Budget Fiscal Year, beginning October 1, and ending September 30. (except Cost Adjustment Options No. 1 and 2 in Specifications, Section 21.) This measure was chosen so that final change in CPI will be available before the Civil City fiscal year begins, which is January 1. This time period also corresponds to the beginning of each contract year to which the formula change applies. CPI measurement will begin October 1, 1981, and close September 30, 1982, for the Contract year beginning January 1, 1983.

In cost adjustments No. 1 and 2, CPI is based on the calendar year January 1 to December 31. Cost adjustment option No. 3 requires a certified audit and approval of the Board of Public Works by January 1 of each affected year. Therefore, the CPI may be set for cost adjustment option No. 3 as described above.

Option No. 1: (80% CPI)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to 0.8 multiplied by the net percentage change in the CPI as follows:

Example:

$$\begin{array}{lcl} \text{Jan 1, 1983} & & (\text{CPI for Dec 1982} - \text{CPI for Dec 1981} \times 0.8) \\ \text{to} & 1 + & \text{-----} \times \text{Base Bid} \\ \text{Dec 31, 1983} & & (\text{CPI for Dec. 1981}) \quad) \quad 12 \end{array}$$

$$\begin{array}{lcl} \text{Jan 1, 1984} & & (\text{CPI for Dec 1983} - \text{CPI for Dec 1982} \times 0.8) \\ \text{to} & 1 + & \text{-----} \times \text{Base Bid} \\ \text{Dec 31, 1984} & & (\text{CPI for Dec. 1981}) \quad) \quad 12 \end{array}$$

Option No. 2: (110% CPI)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to 1.1 multiplied by the net percentage change in CPI as follows:

Example:

$$\begin{array}{lcl} \text{Jan 1, 1983} & & (\text{CPI for Dec 1982} - \text{CPI for Dec 1981} \times 1.1) \\ \text{to} & 1 + & \text{-----} \times \text{Base Bid} \\ \text{Dec 31, 1983} & & (\text{CPI for Dec. 1981}) \quad) \quad 12 \end{array}$$

$$\begin{array}{lcl} \text{Jan 1, 1984} & & (\text{CPI for Dec 1983} - \text{CPI for Dec 1982} \times 1.1) \\ \text{to} & 1 + & \text{-----} \times \text{Base Bid} \\ \text{Dec 31, 1984} & & (\text{CPI for Dec. 1981}) \quad) \quad 12 \end{array}$$

Option No. 3: (Cost plus Rate of Return)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to the Contractors change in allowable expenses plus a fluctuating rate of return.

For Clarification:

Last years cost - this refers to the bid amount as established by bid, for the first year, and any adjustments to the bid amount actually paid to the Contractor for subsequent years.

This years cost - For the 1983 Adjustment, this refers to the actual costs incurred by the Contractor for the first three quarters of the year prior to the date of adjustment, supported by a Certified Audit. The first three quarters (9 months) will be averaged to establish an annual cost figure. For all subsequent years, this refers to the actual costs incurred by the Contractor for the 12 month period ending September 30, supported by a Certified Audit, prior to the January adjustment date.

Example: COST ADJUSTMENT FOR YEAR - 1983:

Last years cost = original bid amount

This years cost = Actual costs for the first 9 months of 1982. (Costs to be averaged and annualized for making cost calculations)

COST ADJUSTMENT FOR YEAR - 1984:

Last years cost = 1983 Contract Payments

This years cost = Actual costs for the last 3 months of 1982 and the first 9 months of 1983.

Allowable expenses include, reimbursement for labor costs, purchases and maintenance of rolling stock, landfill cost, insurance, Workmans Compensation, Taxes, depreciation, interest, and such other items deemed to be normal business expenses by the Board of Public Works.

- * Subtract last years costs from this years cost to find the change in costs (+ or -).
- * Divide the change in costs by last years costs to find the percentage change.
- * Multiply CPI by .8, and subtract the percentage change in costs from the 80% of CPI, multiply the difference by .5 to find the incentive variable %.
- * Multiply the % incentive variable by last years cost and add the total to change in costs to determine the amount of increase or decrease.
- * Add last years cost to the adjusted increase or decrease to determine the new contract amount.

(Last years cost	= A)
(This years cost	= B)
(CPI x .8	= C)
(Change in costs (+ or -)	= D)
(% change (+ or -)	= E)
(.5	= F)
(Incentive variable %	= G)
(New contract amount	= H)

Formula: $B - A = D$,
 $D \div A = E$,
 $C - E \times F = G$,
 $G \times A + D + A = H$ (New Contract Amount)

Example:

Variables: (Last years cost = 2,000,000)
 (This years cost = 2,150,000)
 (Change in CPI = 12%)

$2,150,000 - 2,000,000 = 150,000$,
 $150,000 \div 2,000,000 = .075$,
 $.096 - .075 \times .5 = .0105$,
 $.0105 \times 2,000,000 + 150,000 + 2,000,000 =$
 $\$2,171,000.00$ (New Contract Amount)

The formula protects the Contractor by allowing his/her expenses to be reimbursed by the City. Consequently, each 1% increase in Contractor costs greater than .8 x CPI reduces Contractors rate of return by 1/2%. However, for each percentage point in cost increases lower than .8 x CPI, the Contractor receives a 1/2% increase in the rate of return. If the Contractor utilizes this formula, the Board of Public Works will require Certified Audits, of which costs will be paid by contractor, to verify the amount of allowable expenses.

Option No. 4: (Sanitation Service Price Index)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount based on a "Sanitation Service Price Index". The Formula used is listed below.

Formula:

$(.1 \times \% \text{ change in Fuel prices} \times \text{last years bid}) +$
 $(.2 \times \% \text{ change in CPI} \times \text{last years bid}) +$
 $(.4 \times \% \text{ change in Labor Costs} \times \text{last years bid}) +$
 $(.2 \times .1 \times \text{last years bid}) +$
 $(\text{last years bid}) = \text{New Bid Amount}$

Example:

Variables: (Last years bid - 2,000,000)
(Fuel Prices - up 15%)
(CPI - up 12%)
(Labor Costs - up 13%)

$(.1 \times .15 \times 2,000,000) + (.2 \times .12 \times 2,000,000) +$
 $(.4 \times .13 \times 2,000,000) + (.2 \times .1 \times 2,000,000) +$
 $(2,000,000) = \$2,222,000 \quad (\text{New Contract Amount})$

Option No. 5: (straight 10%)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to a flat 10% increase.

Formula:

$\text{Last year's base} + (\text{last year's base} \times .1)$

CONSUMER'S PRICE INDEX: CFI, as referred to in this Section, is the Consumer's Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for "All Items" in the "U.S. City Average" category.

22. REPORTS:

The Contractor shall submit quarterly written reports, broken down by month, to the Board of Public Works detailing the number of tons or compacted cubic yards of Municipal Waste collected by the Contractor, and all other report requests as identified in Specifications, Proposal and Contract.

23. ACCEPTANCE:

The Board of Public Works reserves the right to accept and/or to reject any or all proposals. Any alteration, erasure, or interlineation of the Contract Document and of the form of the proposal itself may render the proposal irregular. Consequently, the Board of Works may reject the proposal or waive said defects and irregularities in the proposal.

The Board expressly reserves the right to judge the experience, capability and financial resources of bidders to successfully perform this contract and when found unsatisfactory, reject the bid.

24. LIST OF OFFICERS AND STOCKHOLDERS:

Bidders shall submit a list of all corporate officers and all stockholders who own over 10% of their respective companies. All partnership or joint venture bidders shall list all partners or members of the venture and their respective percentage of participation in said partnership or joint venture. (Include in Form 96-A)

25. AFFIRMATIVE ACTION:

The Contractor shall comply with all appropriate Affirmative Action requirements, and further, the Contractor shall not discriminate in its carrying out of its duties hereunder on the basis of Race, Creed, Color, Sex, National Origin or Religion or any other proscribed basis. (See Exhibit 'D')

The Contractor agrees to furnish a certificate from the Industrial Board of State of Indiana, showing that he/she has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana, and the Workmen's Compensation Diseases Act of the State of Indiana.

The Contractor will submit with his/her bid proposal package, the City of Fort Wayne Contractor Compliance Documents (2). The City may reject a contractor's bid proposal if such documents are not included and/or complete. The Contractor awarded the Contract must update the City Affirmative Action documents annually on the anniversary date of the award. Contractor Affirmative

Action documents will be kept on file in the City Personnel Office.

26. RIGHTS OF WORKERS:

The successful bidder shall be required to abide by the National Labor Relations Act, as amended in 1959, U.S. Code Title 29, Sections 141-168, guaranteeing the rights of workers to organize and to bargain collectively with their employers, or to refrain from all such activity.

27. GENERAL CONDITIONS:

A. In all work performed hereunder, the successful bidder shall be required to comply strictly with all City, County, State, and Federal laws in force applicable to the successful bidder's operation, to comply with and be subject to the order and applicable regulations of the Board of Health and all other Departments and agencies of the City, and in all things to conform to an abide by the laws of the State of Indiana.

B. The successful bidder shall furnish City a certificate from the Industrial Board of the State of Indiana, certifying that it has complied with the terms and conditions of the Workmen's Compensation Act and the Occupational Diseases Act of the State of Indiana.

C. The failure on the part of the City to declare this contract terminated or otherwise to enforce its rights hereunder, upon the default of the successful bidder or the failure of the successful bidder to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge or destroy the right of City to declare this contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the successful bidder to perform any of the terms, provisions or conditions hereof.

D. It is understood that the contract will consist of the Notice to Bidders, Instructions to Bidders, General Specifications, Proposal Form, Non-Collusion Affidavit, Statement of Experience in Municipal Garbage and Rubbish Collection, Site and approval of Sanitary Landfill Site for Disposal of Garbage and Refuse Collected, Statement of Availability of Equipment, Work Plan, Performance Bond,

Contract and Insurance Certificates, Completed Form 96-A, Affirmative Action Program, Certificate from Industrial Board which are by reference thereto made a part of this contract as fully and effectually as if set out in full detail.

E. It is understood that this contract is subject to approval by ordinance of the Common Council of the City of Fort Wayne.

F. The successful bidder shall furnish City, thirty (30) days prior to beginning operations, a detailed map and schedule of routes and collection points showing days of collections, and said maps and schedules shall be kept current by the successful bidder. Any alteration in the routes, collection points or scheduled days of collection must be submitted to the Board of Public Works for approval in advance. Notification of collection points and schedules to the homeowner shall be at the Contractors expense.

EXHIBIT "A"

For the purposes of this bid, the City has been divided into three (3) Zones, including a fourth Zone combining all Zones. A map detailing the Zone boundaries is attached hereto as Exhibit "B".

The figures used here as estimates, have been obtained through the Community Development and Planning Department of the City of Fort Wayne. These figures represent the number of dwellings, but does not reflect any vacancy factor. The total vacancy rate, as measured by Community Development and Planning in 1980, is 7.5%.

The figures listed below are estimates only, and are to provide the Bidder with some information as to the number of dwellings for each Zone. The City is not responsible for these figures and shall not be held liable for them.

Zone No. 1: (City Wide Zone)

This Zone includes Zones 2, 3 and 4.

No. of Single Family, Duplex and Mobile
Home Structures

Total Structures = 48,569

No. of Multi-Family Units
(Three units per dwelling and over)

Total Units = 16,530

48569
16530
65099
1

Zone No. 2: (Southeast Zone)

No. of Single Family, Duplex and Mobile
Home Structures

Total Structures = 16,557

No. of Multi-Family Units
(Three units per dwelling and over)

Total Units = 3,815

Zone No. 3: (Southwest Zone)

No. of Single Family, Duplex and Mobile
Home Structures
Total Structures = 15,123

No. of Multi-Family Units
(Three units per dwelling and over)
Total Units = 4,429

Zone No. 4: (Northern Zone)

No. of Single Family, Duplex and Mobile
Home Structures
Total Structures = 16,889

No. of Multi-Family Units
(Three units per dwelling and over)
Total Units = 8,286

ADDENDUM

This Addendum entered into this 15th day of September, 1981, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called "City" and National Serv-All, Inc., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the parties hereto are parties to a contract for the collection, transportation and disposal of garbage and refuse for the City of Fort Wayne, Indiana. Said contract is of even date herewith;

WHEREAS, said contract consists of all specifications as prepared by the Board of Public Works of the City of Fort Wayne, Indiana;

WHEREAS, said contract provides for formulae adjustments on monies to be paid by the City to the Contractor for services to be rendered by Contractor and these formulae are contained on pages 40 and 41 of the contract documents;

WHEREAS, it is the desire of the parties to clarify the application of said formulae as provided under option #4, pages 40 and 41 of the contract documents.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. It is understood and agreed by the parties hereto that any percentage change in fuel prices shall not exceed the percentage change in fuel as experienced by the City of Fort Wayne,

Indiana, for a similar period.

2. It is understood and agreed by the parties hereto that the percentage change in the consumer price index shall be that annual change in the consumer price index as determined by the United States Department of Labor running from November to November commencing November, 1981.

Any subsequent adjustments to the consumer price index for said one year period of time (November to November) shall be taken into consideration, either upward or downward, in the adjustment that would otherwise be made for the year next following. Provided, however, that no such adjustment shall be made in the last year of the contract.

3. It is understood and agreed that any percentage change in labor costs shall be only that percentage change in the hourly rate of the Contractor's employees exclusive of all other forms of compensation including but not limited to fringe benefits, vacation days and the like. If the Contractor has in effect a collective bargaining agreement with its employees then the percentage change as required under said contract shall be determinative of the percentage change in labor costs as to be calculated under this contract.


4. It is agreed by the parties hereto that this Addendum constitutes a binding agreement between the parties and same shall be construed as part and parcel of the original contract documents but it is noted that no changes in the original contract documents are being made herein, rather, this Addendum is for

purposes of clarification.

IN WITNESS WHEREOF, this Addendum has been signed the
day, month and year above written.



WIN MOSES, JR., MAYOR



THOMAS W. LATCHEM, CHAIRMAN
BOARD OF PUBLIC WORKS

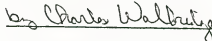


ROBERTA ANDERSON STATEN, MEMBER
BOARD OF PUBLIC WORKS



BETTY R. COLLINS, MEMBER
BOARD OF PUBLIC WORKS

National Serv. All Inc.



NATIONAL SERV-ALL, INC., Contractor

September 20, 1981

Fort Wayne City Council
City - County Building
Ft. Wayne, In. 46802

Dear Council Members;

I have been a customer of both firms seeking the City garbage contract and I believe that SCA Services of Indiana will do a better job for Fort Wayne than the present contract holder.

The people at SCA are much more careful, courteous and efficient.

Yours truly,
Jane Bailey, Owner
Brick Bar
1814 W. Main St.
Ft. Wayne, In. 46808

UNITED REFUSE COMPANY, INC.



MAIL ADDRESS:
P. O. Box 9039
Fort Wayne, IN 46809
OFFICE: 219/432-5582

LOCATION:
5000 Smith Road
Fort Wayne, IN
219/432-5583

September 17, 1981

Mr. Charles Westerman, City Clerk
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Dear Mr. Westerman:

Please put my name on the agenda to speak at the special hearing being held September 23, at 7:00 p.m. in regards to the Garbage-Collection Contract.

Thank you.

Sincerely,

Michael J. Bock
Vice President

MJB:ljr

THOMAS W. YODER
WILLIAM P. FAGAN
MILFORD M. MILLER
NORMAN E. BAKER
CHARLES R. COGDELL
PHILIP L. CARSON
EDWARD L. MURPHY, JR.
C. ERIK CHICKEDANTZ
GILMORE S. HAYNIE, JR.
GRANT F. SHIPLEY
RICHARD P. SAMEK
THOMAS P. YODER
EDWARD J. LIPTAK
MARSHALL W. GRATE

LAW OFFICES
LIVINGSTON, DILDINE, HAYNIE & YODER
LINCOLN TOWER
FORT WAYNE, INDIANA 46802

WARD E. DILDINE (1970)
GILMORE S. HAYNIE (1969)

AREA CODE 219
TELEPHONE
423-9411

VON E. LIVINGSTON
OF COUNSEL

September 18, 1981

Mr. Charles W. Westerman,
Clerk of the City of Fort Wayne
City-County Building
Fort Wayne, Indiana 46802

Re: Contract for Collection
of Garbage and Refuse

Dear Mr. Westerman:

This will serve to confirm our telephone conversation of September 18, 1981 requesting that the names of William P. Fagan, Charles R. Cogdell and certain unnamed corporate officers of SCA Services of Indiana, Inc. be placed on the agenda for the purpose of addressing the finance committee of the Fort Wayne Common Council at its meeting to be held on Wednesday, September 23, 1981.

Very truly yours,

LIVINGSTON, DILDINE, HAYNIE & YODER

By


Charles R. Cogdell

CRC:ml

THOMAS W. YODER
WILLIAM P. FAGAN
MILFORD M. MILLER
NORMAN E. BAKER
CHARLES R. COGDILL
PHILIP L. CARSON
EDWARD L. MURPHY, JR.
C. ERIK CHICKEDANTZ
GILMORE S. HAYNIE, JR.
GRANT F. SHIPLEY
RICHARD P. SAMEK
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LAW OFFICES
LIVINGSTON, DILDINE, HAYNIE & YODER
LINCOLN TOWER
FORT WAYNE, INDIANA 46802

WARD E. DILDINE (1970)
GILMORE S. HAYNIE (1969)

AREA CODE 219
TELEPHONE
423-9411

VON E. LIVINGSTON
OF COUNSEL

September 22, 1981

Mr. Charles W. Westerman,
Clerk of the City of Fort Wayne
City-County Building
Fort Wayne, Indiana 46802

Re: Contract for Collection
of Garbage and Refuse

Dear Mr. Westerman:

I understand that an ordinance will be introduced during the meeting of the Fort Wayne Common Council tonight to approve a contract with SCA Services of Indiana, Inc. for the collection of garbage and refuse with the City of Fort Wayne. I understand that the normal procedure of the Common Council would be to refer that ordinance to its Finance Committee and not vote on it, at least, until after a meeting of said committee to be held on September 23, 1981. However, if the rules of the Council are suspended during the meeting this evening, I would appreciate an opportunity for a member of our firm to address the Council on behalf of our client, SCA Services of Indiana, Inc.

A member of our firm will attend the City Council meeting this evening in the event that such a suspension of rules occurs.

Very truly yours,

LIVINGSTON, DILDINE, HAYNIE & YODER

By



CHARLES R. COGDILL

CRC:m1



GLADIEUX REFINERY INC.

4133 NEW HAVEN AVENUE
FORT WAYNE, INDIANA 46803
(219) 423-4477

September 21, 1981

City Councilman
City County Building
One Main Street
Fort Wayne, IN 46802

Dear Mr. Councilman:

Barry Pruitt of SCA Service of Indiana, Inc. requested that we recommend them for the city sanitation contract.

We have been associated with SCA Service of Indiana, Inc. in business and have been very pleased with their service and recommend them highly.

Respectfully,

GLADIEUX REFINERY, INC.

James M. Gladieux SGA
James M. Gladieux
President

sra



MOORE BUSINESS FORMS, INC.

Hazelwood Station • P.O. Box 5129
4740 Coldwater Road • Fort Wayne, Indiana 46895
Telephone: (219) 482-8151

September 22, 1981

City County Building
1 Main Street
Fort Wayne, IN 46802

Attention: City Council Members

Gentlemen:

I would like to take this opportunity to express my support and recommendation of SCA Services of Indiana in regards to the city trash removal contract.

MOORE BUSINESS FORMS has been associated with SCA for many years. They illustrate a business-like attitude with a very responsible approach of doing business.

I highly recommend this company to service our city of Ft. Wayne. I am confident that they will service our trash removal needs to our satisfaction.

Sincerely,

David Knollman
Sales Representative

DK:mea



Bruco Industries, Inc.

4301 BLUFFTON ROAD • FORT WAYNE, INDIANA 46809 • TELEPHONE(219)478-1680

QUALITY MACHINING WELDING AND FABRICATING

Sept. 21, 1981

City Council Members
#1 Main St.
City Council Bldg.
Ft. Wayne, In. 46801

Re: Garbage Contract

Gentlemen,

I am writing this letter in support of SCA.

We have done business with this company here in Fort Wayne.
We have had no complaints in our business dealings with them.

SCA deserves your support also as a competitive bidder who
will save the taxpayer's money.

Sincerely,

Bruce A. Berlien

Bruce A. Berlien, President
BRUCO INDUSTRIES, INC.

COMMERCIAL WAREHOUSE & CARTAGE, Inc.

General Warehousing • Pool Distribution • Cartage

Rail • Truck • Air

200 EAST SUPERIOR ST.

219-426-7825
422-6071

FORT WAYNE, IND. 46802

September 21, 1981


Fort Wayne City Council Members
City-County Building
1st Floor
Fort Wayne, Ind. 46802

Gentlemen:

We have been acquainted with SCA Services for the past two years, having used them for our garbage pick up. We are very happy with their services and would highly recommend them for city garbage pick up.

Sincerely,

COMMERCIAL WAREHOUSE &
CARTAGE, INC.


Cecil P. Rhoades
President



Fort Wayne Porta Service Corp.

6413 Hillsboro Ln., Ft. Wayne, IND 46815

PHONE 219 — 485-1029

To the City Council Members:

We at Fort Wayne Porta Service Corp. have done business with SCA for the past one and one-half years.

We have found they are an excellent, reputable firm.

We highly recommend SCA to be awarded the city contract for garbage pickup.

Very truly yours,

Gerry L. McClain
Gerry L. McClain
President

GLMc/dtp

Sept 18-1941

City Council,

I am glad that you finally
accepted the Regit company for
the city Garbage. It will save
the tax payer some good money.
S.C.A. will probably give better
service.

Thank you.

Jerry E. Bloom

5230 N. Stony Run Lane
28 Wayne Co.

CARSTEN - McDougall - Wingett, Inc.



Gasoline - Heating Oils - Motor Oils - Diesel • Heating & Air Conditioning - Sales & Service

Box 30 - 2910 Connett Ave.

FORT WAYNE, IND. 46801

Sept. 21, 1981

City County Bldg.
One Main St.
Fort Wayne, Ind. 46802

Attn: City Council People

Dear Council Members,

We have been associated with SCA Services of Indiana Inc. for approximately ten years and highly recommend this company to service our city.

Sincerely,

Robert G. McDougall

Robert G. McDougall
Carston, McDougall-Wingett, Inc.

INSTANT COPY



of Indiana, Inc. • 232 West Wayne St. • Fort Wayne, Indiana 46802 • Ph. 219/422-6312

TO WHOM IT MAY CONCERN:

THE EMPLOYEES OF INSTANT COPY, AT THE NORTH ANTHONY LOCATION WOULD LIKE TO ACKNOWLEDGE THE FACT THAT SEA SVC'S HAVE BEEN EXCELLANT FOR THE LAST YEAR AND A HALF. THEIR SVC HAS BEEN DEPENDABLE, PROMPT, AND NEAT.

THEIR SERVICE TO THE CITY OF FORT WAYNE WOULD BE A GREAT ASSET FOR EVERYONE INVOLVED.

Sincerely

DAVE MAHONEY

LORI McGRLEY



MOTOROLA *Communications and Electronics Inc.*

Address Reply to:
9240 N. Meridian Street
Suite 190
Indianapolis, IN 46269
(317) 848-6400

Bryan Bourff
5108-4 Stonehedge Blvd.
Fort Wayne, IN 46815

City-County Bldg.
Attention: Council Members
Fort Wayne, IN

Dear Council Members;

I am writing to call some attention to the subject of City Sanitation for Fort Wayne. It has been to my understanding that SCA Services of Indiana is among those being considered for the awarding of the city contract. I have had the opportunity to work with SCA and I have found a certain enthusiasm among their workers and a sincere effort to grow with Fort Waynes' best interest. I feel that with Fort Waynes desire for growth and Community involvement it is in its best interest to include SCA Services of Indiana to do its part by combining the enthusiasm and quality service to best achieve the goals of Fort Wayne and its Community. I highly recommend SCA Services of Indiana to be awarded the City contract of Fort Wayne Sanatation.

Thank You

Bryan Bourff

COMMUNICATION
REPRESENTATIVE

SCA SERVICES OF INDIANA, INC.



MAILING ADDRESS: P. O. BOX 6130 • FORT WAYNE, INDIANA 46806
LOCATION: 5225 OLD MAUMEE ROAD • FORT WAYNE, INDIANA 46803 • PHONE (219) 741-9888

September 28, 1981

Mr. William Lewis
6916 Ordway Drive
Fort Wayne, Indiana 46815

Dear Mr. Lewis,

We would like to take this time to thank you for bringing to our attention the container that was left at 6922 Ordway Dr.

We would also like to clarify a few things. First of all, the container was not there for six months as you stated at the City Council hearing. It was delivered on June 15, 1981.

Secondly, we would like to point out that the container was not overlooked by us. When we contract a container out to a customer, we have to wait until our customer contacts us that they are finished with the container, then we pick it up.

I hope this explanation is sufficient for any inconvenience you had to go through. If we can ever be of any help in the future, please don't hesitate to contact me.

Sincerely yours,

Johnnie Walker
Sales Manager
SCA Services of Indiana

cc.
City Council
Ralph Helms
Barry Pruitt

jaw

CHARTS

CHART # 1	:	TOTALS (OLD CONTRACT, PROJECTED)
CHART # 2	:	PERCENTAGES (OLD CONTRACT, PROJECTED)
CHART # 3	:	GOAL
CHART # 4	:	OBJECTIVES (1 & 2)
CHART # 5	:	OBJECTIVES (3 & 4)
CHART # 6	:	ZONES
CHART # 7	:	PROPOSITIONS
CHART # 8	:	COST OPTIONS
CHART # 9	:	ASSUMPTIONS
CHART #10	:	BASE BIDS (SCA & SERV-ALL)
CHART #11	:	6 YEAR TOTAL (SCA & SERV-ALL)

6 YRS.

PRESENT**CONTRACT ESCALATION FORMULA**

$$\begin{aligned} &\text{BASE COST} + (.93 \times \text{CPI}) + (.75 \times \text{LABOR}) \\ &+ (1.45\% \text{ FOR EACH } \$0.05 \text{ OF GAS COST} \\ &\text{INCREASE}) + \text{NO. OF ADDITIONAL} \\ &\text{UNITS } (.93 \times \text{CPI}) + (.75 \times \text{LABOR}) \\ &+ (1.45\% \text{ FOR EACH } \$0.05 \text{ OF GAS COST} \\ &\text{INCREASE}) = \text{ANNUAL COST} \end{aligned}$$

	<u>PROP. 1</u>	<u>PROP. 2</u>	
	RESID.	ADDITIONAL	TOTAL
		UNITS	
YEAR 1	3,300,000	0.0	3,300,000
YEAR 2	3,704,296	43,239.24	3,747,535
YEAR 3	4,163,321	97,194.63	4,260,516
YEAR 4	4,772,569	167,126.7	4,939,696
YEAR 5	5,550,923	259,177.6	5,810,101
YEAR 6	6,472,981	377,786.7	6,850,768
TOTAL COST	27,964,091	944,524.9	28,908,616

ESTIMATED BASE YEAR COST**1.10 × 1981 COST OR \$3,300,000****PLUS**

BASE YEAR PER UNIT COST
AT 1.10 × 1981 ESTIMATED COST
OR \$5.35 / MONTH

ANNEXATIONS, C.P.I., LABOR + GAS
ESCALATORS USING GARBAGE
COMMITTEE ESTIMATES

1976 - 1981 GARBAGE CONTRACT

	<u>ANNUAL</u>	<u>% INC.</u>
1976	1,232,122	
	<i>PLUS</i> \$ 367,878	29.857 %
1977	1,600,000	
	<i>PLUS</i> \$ 207,225	12.952 %
1978	1,807,225	
	<i>PLUS</i> \$ 102,775	5.686 %
1979	1,910,000	
	<i>PLUS</i> \$ 470,000	24.607 %
1980	2,380,000	
	<i>PLUS</i> \$ 560,000	23.520 %
1981	2,940,000	<i>ESTIMATE</i>
	<i>PLUS</i> \$ 360,000	12.244 %
1982	3,300,000	<i>ESTIMATE</i>

GOAL

TO PROVIDE.....

- * THE HIGHEST LEVEL OF SERVICE**
- * FOR THE MOST NUMBER OF PEOPLE**
- * AT THE LOWEST POSSIBLE PRICE**

OBJECTIVE 1: COST OF SERVICE

- * **AVOID USER FEE**
- * **DECREASE COST FROM PRESENT LEVEL**

OBJECTIVE 2: COMPETITION

- * **HIGHLY COMPETITIVE BIDS FROM 2 OR MORE COMPANIES**
- * **MULTIPLE OPTIONS FOR PROVIDING SERVICE**
- * **INNOVATIONS AND IMPROVED TECHNOLOGY**

OBJECTIVE 3: CUSTOMER SERVICE

- * RESPOND TO CUSTOMER NEEDS
- * RESPOND TO NEIGHBORHOOD NEEDS

OBJECTIVE 4: EASE FOR CITY GOVERNMENT

- * ABILITY TO MONITOR AND ADMINISTER
- * MAXIMUM MUNICIPAL PICK-UPS

PROPOSITION I:

**SINGLE FAMILY
DUPLEX UNITS
MOBILE HOMES**

PROPOSITION II:

**MULTI-FAMILY UNITS
(3 UNITS OR MORE)**

PROPOSITION III:

**NEW CONSTRUCTION,
ANNEXATION OR
DEMOLITION**

COST OPTIONS

I 80% x C P I

II 110% x C P I

IV SANITATION PRICE INDEX:

**LABOR + FUEL + C P I
ADJUSTMENTS**

V 10% ANNUAL INCREASE

ASSUMPTIONS

	FUEL	C.P.I.	LABOR
YEAR - 2	4.2	7.0	5.736
YEAR - 3	3.1	7.5	5.736
YEAR - 4	7.8	8.0	5.736
YEAR - 5	9.1	9.0	5.736
YEAR - 6	10.1	8.5	5.736

PROPOSITION II

6500 MULTI-FAMILY UNITS

PROPOSITION III

600 ANNEXATION UNITS YEARLY

BASE BIDS

	<u>SCA</u> <u>COST OPT. #1</u>	<u>NSA</u> <u>COST OPT. #4</u>
--	-----------------------------------	-----------------------------------

PROP. I	\$ 1,800,938.00	\$ 1,803,785.00
---------	-----------------	-----------------

PROP. II	\$ 2.83	\$ 2.69
----------	---------	---------

PROP. III	\$ 3.09	\$ 2.99
-----------	---------	---------

ZONE 1 - CITY WIDE: PROJECTED COSTS, 6 YEARS

	NSA	SCA
COST OPTION I	15,037,890	14,583,354
COST OPTION II	15,022,898	15,329,266
COST OPTION IV	14,600,581	18,890,010
COST OPTION V	14,980,474	15,871,442

GARBAGE BID EVALUATION: (Summary of Bids)

The following are the total projected costs for each contractor for each Zone and Cost Option.

	Ind. Waste	Nat. Serv.	SCA Serv.	Theta
ZONE 1:				
Opt. 1	20,522,444.	15,037,890.	14,583,354.	16,373,026.
Opt. 2	20,503,109.	15,022,898.	15,329,266.	17,373,222.
Opt. 4	19,439,377.	14,600,581.	18,890,010.	16,471,361.
Opt. 5	20,663,255.	14,980,474.	15,871,442.	18,048,338.
ZONE 2:				
Opt. 1	6,756,547.	5,286,595.	4,935,532.	-0-
Opt. 2	6,748,433.	5,292,578.	5,237,247.	-0-
Opt. 4	6,398,264.	5,336,780.	6,399,543.	-0-
Opt. 5	6,802,520.	5,336,780.	5,423,347.	-0-
ZONE 3:				
Opt. 1	6,828,293.	4,316,151.	4,341,980.	-0-
Opt. 2	6,820,021.	4,318,239.	4,563,996.	-0-
Opt. 4	6,466,180.	4,196,759.	5,561,884.	-0-
Opt. 5	6,874,655.	4,353,084.	4,721,878.	-0-
ZONE 4:				
Opt. 1	7,226,278.	5,777,205.	5,470,703.	-0-
Opt. 2	7,217,132.	5,771,678.	5,759,816.	-0-
Opt. 4	6,842,919.	5,612,863.	7,041,493.	-0-
Opt. 5	7,274,799.	5,811,759.	5,964,102.	-0-

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP. #1

Zone No. 1

Opt. 1	2598200	1868570	1800938	2010756
Opt. 2	2445800	1758850	1777625	2010756
Opt. 3	3860000	2284500	2203089	2010756
Opt. 4	2445800	1803785	2313827	2010756
Opt. 5	2372600	1685999	1771797	2010756

ZONE #1

PROP. #1

OPTION #1

First Yr	2598200	1868570	1800938	2010756
Secnd Yr	2743699.2	1973209.9	1901790.5	2123358.3
Third Yr	2908321.2	2091602.5	2015898.0	2250759.8
Forth Yr	3094453.7	2225465.1	2144915.4	2394808.5
Fifth Yr	3317254.4	2385698.6	2299349.3	2567234.7
Sixth Yr	3542827.7	2547926.1	2455705.1	2741806.6
TOTAL COST	18204756.	13092472.	12618596.	14088724.

COST ADJ. NO. 1

Secnd Yr	.056
Third Yr	.06
Forth Yr	.064
Fifth Yr	.07
Sixth Yr	.068

PROP #1

OPTION #2

First Yr	2445800	1758850	1777625	2010756
Secnd Yr	2634126.6	1894281.5	1914502.1	2165584.2
Third Yr	2851442.0	2050559.7	2072448.6	2344244.9
Forth Yr	3102368.9	2231008.9	2254824.0	2550538.5
Fifth Yr	3409503.5	2451878.8	2478051.6	2803041.8
Sixth Yr	3728292.0	2681129.5	2709749.4	3065126.2
TOTAL COST	18171533.	13067708.	13207201.	14939292.

COST ADJ. NO. 2

Secnd Yr	.077
Third Yr	.0825
Forth Yr	.086
Fifth Yr	.099
Sixth Yr	.0935

COST ADJ. NO. 4

Secnd Yr	.061144
Third Yr	.061044
Forth Yr	.066744
Fifth Yr	.070046
Sixth Yr	.070044

COST ADJ. NO. 5

Each Year	.1
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PROP #1

OPTION #4

First Yr	2445800	1803785	2313827	2010756
Secnd Yr	2595346.0	1914075.6	2455303.6	2133701.7
Third Yr	2753776.3	2030918.5	2605185.2	2263951.3
Forth Yr	2937574.3	2166470.1	2779065.7	2415056.5
Fifth Yr	3143333.8	2318218.3	2973722.5	2584216.7
Sixth Yr	3363505.5	2480595.6	3182014.0	2765225.6
TOTAL COST	17239336.	12714063.	16309118.	14172908.

PROP #1

OPTION #5

First Yr	2372600	1685999	1771797	2010756
Secnd Yr	2609860	1854598.9	1948976.7	2211831.6
Third Yr	2870846	2040058.8	2143874.4	2433014.8
Forth Yr	3157930.6	2244064.7	2358261.8	2676316.2
Fifth Yr	3473723.7	2468471.1	2594088.0	2943947.9
Sixth Yr	3821096.0	2715318.2	2853496.8	3238342.6
TOTAL COST	18306056.	13008511.	13670495.	15514209.

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #2

Zone No. 1

Opt. 1	3.17	2.79	2.83	3.35
Opt. 2	2.99	2.63	2.89	3.35
Opt. 3	4.71	3.44	3.52	3.35
Opt. 4	2.99	2.69	3.71	3.35
Opt. 5	2.9	2.55	2.88	3.35

ZONE #1

PROP #2

OPTION #1

First Yr	247260	217620	220740	261300
Second Yr	261106.56	229806.72	233101.44	275932.8
Third Yr	276772.95	243595.12	247087.53	292488.77
Fourth Yr	294486.42	259185.21	262901.13	311208.05
Fifth Yr	315689.45	277846.55	281830.01	333615.03
Sixth Yr	337156.33	296740.11	300994.45	356300.85
TOTAL COST	1732471.7	1524793.7	1546654.6	1830845.5

COST ADJ. NO. 1

Second Yr	.0
Third Yr	.0
Fourth Yr	.0
Fifth Yr	.0
Sixth Yr	.0

PROP #2

OPTION #2

First Yr	233220	205140	225420	261300
Second Yr	251177.94	220935.78	242777.34	281420.1
Third Yr	271900.12	239162.98	262806.47	304637.26
Fourth Yr	295827.33	260209.32	285933.44	331445.34
Fifth Yr	325114.24	285970.05	314240.85	364258.43
Sixth Yr	355512.42	312708.25	343622.37	398316.59
TOTAL COST	1732752.0	1524126.4	1674800.5	1941377.7

COST ADJ. NO. 2

Second Yr	.07
Third Yr	.082
Fourth Yr	.08
Fifth Yr	.09
Sixth Yr	.092

COST ADJ. NO. 4

Second Yr	.06114
Third Yr	.06104
Fourth Yr	.06674
Fifth Yr	.07004
Sixth Yr	.07004

COST ADJ. NO. 5

Each Year	.
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PROP #2

OPTION #4

First Yr	233220	209820	289380	261300
Second Yr	247480.00	222649.23	307073.85	277276.93
Third Yr	262587.17	236240.63	325818.87	294203.02
Fourth Yr	280113.29	252008.28	347565.32	313839.31
Fifth Yr	299734.11	269660.45	371910.88	335822.49
Sixth Yr	320728.68	288548.55	397961.01	359344.85
TOTAL COST	1643863.3	1478927.1	2039709.9	1841786.6

PROP #2

OPTION #5

First Yr	226200	198900	224640	261300
Second Yr	248820	218790	247104	287430
Third Yr	273702	240669	271814.4	316173
Fourth Yr	301072.2	264735.9	298995.84	347790.3
Fifth Yr	331179.42	291209.49	328895.42	382569.33
Sixth Yr	364297.36	320330.44	361784.97	420826.26
TOTAL COST	1745271.0	1534634.8	1733234.6	2016088.9

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #3

Zone No. 1

Opr. 1	4.33	3.11	3.09	3.35
Opr. 2	4.08	2.93	3.05	3.35
Opr. 3	6.62	3.83	3.78	3.35
Opr. 4	4.08	2.99	3.97	3.35
Opr. 5	3.96	2.84	3.04	3.35

ZONE #1

PROP #3

OPTION #1

First Yr	0	0	0	0
Secnd Yr	32904	23616	23472	25488
Thirld Yr	69696	50112	49824	54000
Forth Yr	111240	79920	79488	86184
Fifth Yr	158976	114336	113760	123264
Sixth Yr	212400	152640	151560	164520
TOTAL COST	585216	420624	418104	453456

COST ADJ. NO. 1

Secnd Yr	.05
Thirld Yr	.0
Forth Yr	.06
Fifth Yr	.07
Sixth Yr	.06

PROP #3

OPTION #2

First Yr	0	0	0	0
Secnd Yr	31608	22752	23616	25992
Thirld Yr	68400	49248	51120	56304
Forth Yr	111672	80352	83376	91800
Fifth Yr	163584	117792	122112	134496
Sixth Yr	223560	160920	167040	183960
TOTAL COST	598824	431064	447264	492552

COST ADJ. NO. 2

Secnd Yr	.07
Thirld Yr	.082
Forth Yr	.08
Fifth Yr	.09
Sixth Yr	.093

PROP #3

OPTION #4

First Yr	0	0	0	0
Secnd Yr	31172.166	22844.308	30331.740	25594.793
Thirld Yr	66150.079	48477.629	64366.619	54314.402
Forth Yr	105847.80	77569.829	102994.06	86909.343
Fifth Yr	151016.02	110671.05	146944.50	123995.99
Sixth Yr	201992.23	148028.61	196546.35	165851.46
TOTAL COST	556178.29	407591.43	541183.26	456665.99

COST ADJ. NO. 4

Secnd Yr	.06114
Thirld Yr	.06104
Forth Yr	.06674
Fifth Yr	.07004
Sixth Yr	.07004

COST ADJ. NO. 5

Each Year	.1
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PROP #3

OPTION #5

First Yr	0	0	0	0
Secnd Yr	31392	22464	24048	26568
Thirld Yr	69120	49392	52848	58464
Forth Yr	114048	81432	87264	96552
Fifth Yr	167328	119520	127872	141696
Sixth Yr	230040	164520	175680	194760
TOTAL COST	611928	437328	467712	518040

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP. #1

Zone No. 2

Dpt. 1	878500	680781	637775	0
Dpt. 2	826900	642360	629828	0
Dpt. 3	1297800	830812	774867	0
Dpt. 4	826900	658355	812617	0
Dpt. 5	802300	623585	627841	0

ZONE #2

PROP #1

OPTION #1

First Yr	878500	680781	637775	0	COST ADJ. NO. 1	
Secnd Yr	927696	718904.74	673490.4	0		
Third Yr	983357.76	762039.02	713899.82	0	Secnd Yr	.0
Forth Yr	1046292.7	810809.52	759589.41	0	Third Yr	.0
Fifth Yr	1121625.7	869187.80	814279.85	0	Forth Yr	.0
Sixth Yr	1197896.3	928292.57	869650.88	0	Fifth Yr	.0
TOTAL COST	6155368.4	4770014.6	4468685.4	0	Sixth Yr	.0

PROP #1

OPTION #2

First Yr	826900	642360	629828	0	Secnd Yr	.0
Secnd Yr	890571.3	691821.72	678324.76	0	Third Yr	.08
Third Yr	964043.43	748897.01	734286.55	0	Forth Yr	.0
Forth Yr	1048879.3	814799.95	798903.76	0	Fifth Yr	.0
Fifth Yr	1152718.3	895465.14	877995.24	0	Sixth Yr	.05
Sixth Yr	1260497.5	979191.13	960087.79	0		
TOTAL COST	6143609.7	4772535.0	4679426.1	0	COST ADJ. NO. 4	

PROP #1

OPTION #4

First Yr	826900	658355	812617	0	Secnd Yr	.0611
Secnd Yr	877459.97	698609.46	862303.65	0	Third Yr	.0610
Third Yr	931023.64	741255.37	914942.12	0	Forth Yr	.0667
Forth Yr	993163.88	790729.72	976009.01	0	Fifth Yr	.0700
Fifth Yr	1062729.1	846115.60	1044372.6	0	Sixth Yr	.0700
Sixth Yr	1137166.8	905380.92	1117524.6	0	COST ADJ. NO. 5	
TOTAL COST	5828443.4	4640446.1	5727769.0	0	Each Year	

PROP #1

OPTION #5

First Yr	802300	623585	627841	0
Secnd Yr	882530	685943.5	690625.1	0
Third Yr	970783	754537.85	759687.61	0
Forth Yr	1067861.3	829991.64	835656.37	0
Fifth Yr	1174647.4	912990.80	919222.01	0
Sixth Yr	1292112.2	1004289.9	1011144.2	0
TOTAL COST	6190233.9	4811338.7	4844176.3	0

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #2				
Zone No. 2				
Opt. 1	3.22	2.93	2.95	0
Opt. 2	3.03	2.76	3.01	0
Opt. 3	4.76	3.61	3.64	0
Opt. 4	3.03	2.82	3.83	0
Opt. 5	2.94	2.68	3	0

ZONE #2

PROP #2

OPTION #1

First Yr	57960	52740	53100	0
Secnd Yr	61205.76	55693.44	56073.6	0
Third Yr	64878.106	59035.046	59438.016	0
Forth Yr	69030.304	62813.289	63242.049	0
Fifth Yr	74000.486	67335.846	67795.477	0
Sixth Yr	79032.519	71914.684	72405.569	0
TOTAL COST	406107.18	369532.31	372054.71	0

COST ADJ. NO. 1

Secnd Yr	.05
Third Yr	.0
Forth Yr	.06
Fifth Yr	.07
Sixth Yr	.06

PROP #2

OPTION #2

First Yr	54540	49680	54180	0
Secnd Yr	58739.58	53505.36	58351.86	0
Third Yr	63585.595	57919.552	63165.888	0
Forth Yr	69181.128	63016.473	68724.487	0
Fifth Yr	76030.059	69255.104	75528.211	0
Sixth Yr	83138.870	75730.456	82590.099	0
TOTAL COST	405215.23	369106.94	402540.54	0

COST ADJ. NO. 2

Secnd Yr	.07
Third Yr	.082
Forth Yr	.08
Fifth Yr	.09
Sixth Yr	.093

PROP #2

OPTION #4

First Yr	54540	50760	68940	0
Secnd Yr	57874.794	53863.669	73155.267	0
Third Yr	61407.703	57151.723	77620.958	0
Forth Yr	65506.298	60966.258	82801.691	0
Fifth Yr	70094.753	65236.700	88601.618	0
Sixth Yr	75004.469	69806.140	94807.630	0
TOTAL COST	384428.02	357784.49	485927.16	0

COST ADJ. NO. 4

Secnd Yr	.06114
Third Yr	.06104
Forth Yr	.06674
Fifth Yr	.07004
Sixth Yr	.07004

COST ADJ. NO. 5

Each Year	.1
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PROP #2

OPTION #5

First Yr	52920	48240	54000	0
Secnd Yr	58212	53064	59400	0
Third Yr	64033.2	58370.4	65340	0
Forth Yr	70436.52	64207.44	71874	0
Fifth Yr	77480.172	70628.184	79061.4	0
Sixth Yr	85228.189	77691.002	86967.54	0
TOTAL COST	408310.08	372201.03	416642.94	0

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #3

Zone No. 2

Opt. 1	4.33	3.26	3.21	0
Opt. 2	4.08	3.08	3.17	0
Opt. 3	6.4	4.02	3.9	0
Opt. 4	4.08	3.14	4.09	0
Opt. 5	3.96	2.98	3.16	0

ZONE #2

PROP #3

OPTION #1

First Yr	0	0	0	0
Secnd Yr	10968	8256	8136	0
Third Yr	23232	17520	17232	0
Forth Yr	37080	27936	27504	0
Fifth Yr	52992	39936	39360	0
Sixth Yr	70800	53400	52560	0
TOTAL COST	195072	147048	144792	0

COST ADJ. NO. 1

Secnd Yr	.056
Third Yr	.06
Forth Yr	.064
Fifth Yr	.072
Sixth Yr	.068

PROP #3

OPTION #2

First Yr	0	0	0	0
Secnd Yr	10536	7968	8184	0
Third Yr	22800	17232	17760	0
Forth Yr	37224	28152	28944	0
Fifth Yr	54528	41184	42432	0
Sixth Yr	74520	56400	57960	0
TOTAL COST	199608	150936	155280	0

COST ADJ. NO. 2

Secnd Yr	.077
Third Yr	.0825
Forth Yr	.088
Fifth Yr	.099
Sixth Yr	.0935

PROP #3

OPTION #4

First Yr	0	0	0	0
Secnd Yr	10390.722	7996.7810	10416.189	0
Third Yr	22050.026	16969.873	22104.070	0
Forth Yr	35282.600	27153.765	35369.076	0
Fifth Yr	50338.672	38741.036	50462.050	0
Sixth Yr	67330.742	51818.266	67495.766	0
TOTAL COST	185392.76	142679.72	185847.15	0

COST ADJ. NO. 4

Secnd Yr	.061144
Third Yr	.061044
Forth Yr	.066744
Fifth Yr	.070046
Sixth Yr	.070044

COST ADJ. NO. 5

Each Year	.1
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PROP #3

OPTION #5

First Yr	0	0	0	0
Secnd Yr	10464	7872	8352	0
Third Yr	23040	17328	18336	0
Forth Yr	38016	28584	30312	0
Fifth Yr	55776	41856	44448	0
Sixth Yr	76680	57600	61080	0
TOTAL COST	203976	153240	162528	0

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP. #1

Zone No. 3

Dpt. 1	878500	542553	542613	0
Dpt. 2	826900	511597	537168	0
Dpt. 3	1297800	664056	655128	0
Dpt. 4	826900	524536	689608	0
Dpt. 5	802300	496408	535354	0

ZONE #3

PROP #1

OPTION #1

First Yr	878500	542553	542613	0	COST ADJ. NO. 1
Secnd Yr	927696	572935.97	572999.33	0	
Third Yr	983357.76	607312.13	607379.29	0	Secnd Yr .0
Forth Yr	1046292.7	646180.10	646251.56	0	Third Yr .0
Fifth Yr	1121625.7	692705.07	692781.67	0	Forth Yr .0
Sixth Yr	1197896.3	739809.01	739890.83	0	Fifth Yr .0
TOTAL COST	6155368.4	3801495.3	3801915.7	0	Sixth Yr .0

PROP #1

OPTION #2

First Yr	826900	511597	537168	0	COST ADJ. NO. 2
Secnd Yr	890571.3	550989.97	578529.94	0	Secnd Yr .0
Third Yr	964043.43	596446.64	626258.66	0	Third Yr .08
Forth Yr	1048879.3	648933.95	681369.42	0	Forth Yr .0
Fifth Yr	1152718.3	713178.41	748824.99	0	Fifth Yr .0
Sixth Yr	1260497.5	779860.59	818840.13	0	Sixth Yr .09
TOTAL COST	6143609.7	3801006.6	3990991.1	0	

PROP #1

OPTION #4

First Yr	826900	524536	689608	0	Secnd Yr .0611
Secnd Yr	877459.97	556608.23	731773.39	0	Third Yr .0610
Third Yr	931023.64	590585.82	776443.77	0	Forth Yr .0667
Forth Yr	993163.88	630003.88	828266.73	0	Fifth Yr .0700
Fifth Yr	1062729.1	674131.87	886281.84	0	Sixth Yr .0700
Sixth Yr	1137166.8	721350.77	948360.57	0	COST ADJ. NO. 5
TOTAL COST	5828443.4	3697216.6	4860734.3	0	Each Year

PROP #1

OPTION #5

First Yr	802300	496408	535354	0
Secnd Yr	882530	546048.8	588889.4	0
Third Yr	970783	600653.68	647778.34	0
Forth Yr	1067861.3	660719.05	712556.17	0
Fifth Yr	1174647.4	726790.95	783811.79	0
Sixth Yr	1292112.2	799470.05	862192.97	0
TOTAL COST	6190233.9	3830090.5	4130582.7	0

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #2

Zone No. 3

Dpt. 1	3.22	2.59	2.73	0
Dpt. 2	3.03	2.44	2.72	0
Dpt. 3	4.76	3.2	3.35	0
Dpt. 4	3.03	2.5	3.54	0
Dpt. 5	2.94	2.37	2.69	0

ZONE #3

PROP #2

OPTION #1

First Yr	68199.6	54856.2	57821.4	0	COST ADJ. NO. 1	
Secnd Yr	72018.778	57928.147	61059.398	0		
Third Yr	76339.904	61403.836	64722.962	0	Secnd Yr	.056
Forth Yr	81225.658	65333.682	68865.232	0	Third Yr	.06
Fifth Yr	87073.906	70037.707	73823.529	0	Forth Yr	.064
Sixth Yr	92994.931	74800.271	78843.529	0	Fifth Yr	.072
TOTAL COST	477852.78	384359.84	405136.05	0	Sixth Yr	.068

PROP #2

OPTION #2

First Yr	64175.4	51679.2	57609.6	0	COST ADJ. NO. 2	
Secnd Yr	69116.906	55658.498	62045.539	0		
Third Yr	74819.051	60250.325	67164.296	0	Secnd Yr	.077
Forth Yr	81403.127	65552.353	73074.754	0	Third Yr	.0825
Fifth Yr	89462.037	72042.036	80309.155	0	Forth Yr	.088
Sixth Yr	97826.737	78777.966	87818.061	0	Fifth Yr	.099
TOTAL COST	476803.26	383960.38	428021.41	0	Sixth Yr	.0935

PROP #2

OPTION #4

First Yr	64175.4	52950	74977.2	0	COST ADJ. NO. 4	
Secnd Yr	68099.341	56187.575	79561.606	0		
Third Yr	72256.397	59617.489	84418.365	0	Secnd Yr	.061144
Forth Yr	77079.078	63596.599	90052.784	0	Third Yr	.061044
Fifth Yr	82478.159	68051.286	96360.621	0	Forth Yr	.066744
Sixth Yr	88255.259	72817.870	103110.10	0	Fifth Yr	.070046
TOTAL COST	452343.63	373220.82	528480.68	0	Sixth Yr	.070044

PROP #2

OPTION #5

First Yr	62269.2	50196.6	56974.2	0	COST ADJ. NO. 5	
Secnd Yr	68496.12	55216.26	62671.62	0		
Third Yr	75345.732	60737.886	68938.782	0	Secnd Yr	.061144
Forth Yr	82880.305	66811.675	75832.660	0	Third Yr	.066744
Fifth Yr	91168.336	73492.842	83415.926	0	Forth Yr	.070046
Sixth Yr	100285.17	80842.126	91757.519	0	Sixth Yr	.070044
TOTAL COST	480444.86	387297.39	439590.71	0	Each Year	.1

Ind Waste Nat. Serv SCA Serv. Theta Serv

ROP #3				
one No. 3				
Pt. 1	4.33	2.89	2.99	0
Pt. 2	4.08	2.72	2.96	0
Pt. 3	6.4	3.56	3.61	0
Pt. 4	4.08	2.78	3.8	0
Pt. 5	3.96	2.64	2.95	0

ONE #3

ROP #3

PTION #1

First Yr	0	0	0	0
Secnd Yr	10968	7320	7584	0
Third Yr	23232	15504	16080	0
Fourth Yr	37080	24768	25632	0
Fifth Yr	52992	35424	36672	0
Sixth Yr	70800	47280	48960	0
TOTAL COST	195072	130296	134928	0

COST ADJ. NO. 1

Secnd Yr	.056
Third Yr	.06
Forth Yr	.064
Fifth Yr	.072
Sixth Yr	.068

ROP #3

PTION #2

First Yr	0	0	0	0
Secnd Yr	10536	7032	7656	0
Third Yr	22800	15216	16560	0
Fourth Yr	37224	24840	27000	0
Fifth Yr	54528	36384	39648	0
Sixth Yr	74520	49800	54120	0
TOTAL COST	199608	133272	144984	0

COST ADJ. NO. 2

Secnd Yr	.077
Third Yr	.0825
Forth Yr	.088
Fifth Yr	.099
Sixth Yr	.0935

ROP #3

PTION #4

First Yr	0	0	0	0
Secnd Yr	10390.722	7079.9527	9677.6333	0
Third Yr	22050.026	15024.282	20536.789	0
Fourth Yr	35282.600	24040.594	32861.245	0
Fifth Yr	50338.672	34299.388	46884.058	0
Sixth Yr	67330.742	45877.318	62710.006	0
TOTAL COST	185392.76	126321.53	172669.73	0

COST ADJ. NO. 4

Secnd Yr	.061144
Third Yr	.061044
Forth Yr	.066744
Fifth Yr	.070046
Sixth Yr	.070044

COST ADJ. NO. 5

Each Year	.1
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ROP #3

PTION #5

First Yr	0	0	0	0
Secnd Yr	10464	6960	7800	0
Third Yr	23040	15312	17136	0
Fourth Yr	38016	25272	28296	0
Fifth Yr	55776	37152	41472	0
Sixth Yr	76680	51000	57000	0
TOTAL COST	203976	135696	151704	0

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP. #1

Zone No. 4

Opt. 1	878500	686056	646510	0
Opt. 2	826900	645746	638404	0
Opt. 3	1297800	843468	788378	0
Opt. 4	826900	662526	824858	0
Opt. 5	802300	626046	636377	0

ZONE #4

PROP #1

OPTION #1

First Yr	878500	686056	646510	0
Secnd Yr	927696	724475.14	682714.56	0
Third Yr	983357.76	767943.64	723677.43	0
Forth Yr	1046292.7	817092.04	769992.79	0
Fifth Yr	1121625.7	875922.66	825432.27	0
Sixth Yr	1197896.3	935485.41	881561.66	0
TOTAL COST	6155368.4	4806974.9	4529888.7	0

COST ADJ. NO. 1

Secnd Yr	.056
Third Yr	.06
Forth Yr	.064
Fifth Yr	.072
Sixth Yr	.068

PROP #1

OPTION #2

First Yr	826900	645746	638404	0
Secnd Yr	890571.3	695468.44	687561.11	0
Third Yr	964043.43	752844.59	744284.90	0
Forth Yr	1048879.3	819094.91	809781.97	0
Fifth Yr	1152718.3	900185.31	889950.39	0
Sixth Yr	1260497.5	984352.63	973160.75	0
TOTAL COST	6143609.7	4797691.9	4743143.1	0

COST ADJ. NO. 2

Secnd Yr	.077
Third Yr	.0825
Forth Yr	.088
Fifth Yr	.099
Sixth Yr	.0935

COST ADJ. NO. 4

Secnd Yr	.061144
Third Yr	.061044
Forth Yr	.066744
Fifth Yr	.070046
Sixth Yr	.070044

COST ADJ. NO. 5

Each Year	.1
-----------	----

PROP #1

OPTION #4

First Yr	826900	662526	824858	0
Secnd Yr	877459.97	703035.49	875293.12	0
Third Yr	931023.64	745951.59	828724.51	0
Forth Yr	993163.88	795739.38	990711.30	0
Fifth Yr	1062729.1	851476.15	1060104.7	0
Sixth Yr	1137166.8	911116.95	1134358.7	0
TOTAL COST	5828443.4	4669845.6	5814050.3	0

PROP #1

OPTION #5

First Yr	802300	626046	636377	0
Secnd Yr	882530	688650.6	700014.7	0
Third Yr	970783	757515.66	770016.17	0
Forth Yr	1067861.3	833267.23	847017.79	0
Fifth Yr	1174647.4	916593.95	931719.57	0
Sixth Yr	1292112.2	1008253.3	1024891.5	0
TOTAL COST	6190233.9	4830326.8	4910036.7	0

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #2

Zone No.4

Opt. 1	3.22	3.01	2.93	0
Opt. 2	3.03	2.84	2.99	0
Opt. 3	4.76	3.72	3.62	0
Opt. 4	3.03	2.91	3.81	0
Opt. 5	2.94	2.75	2.98	0

ZONE #4

PROP #2

OPTION #1

First Yr	125000.4	116848.2	113742.6	0	COST ADJ. NO. 1	
Secnd Yr	132000.42	123391.70	120112.19	0		
Thirld Yr	139920.45	130795.20	127318.92	0	Secnd Yr	.056
Forth Yr	148875.36	139166.09	135467.33	0	Thirld Yr	.06
Fifth Yr	159594.38	149186.05	145220.97	0	Forth Yr	.064
Sixth Yr	170446.80	159330.70	155096.00	0	Fifth Yr	.072
TOTAL COST	875837.81	818717.95	796958.01	0	Sixth Yr	.068

PROP #2

OPTION #2

First Yr	117624.6	110248.8	116071.8	0	COST ADJ. NO. 2	
Secnd Yr	126681.69	118737.96	125009.33	0	Secnd Yr	.077
Thirld Yr	137132.93	128533.84	135322.60	0	Thirld Yr	.0825
Forth Yr	149200.63	139844.82	147230.99	0	Forth Yr	.088
Fifth Yr	163971.49	153689.45	161806.85	0	Fifth Yr	.099
Sixth Yr	179302.83	168059.42	176935.80	0	Sixth Yr	.0935
TOTAL COST	873914.18	819114.29	862377.36	0		

PROP #2

OPTION #4

First Yr	117624.6	112966.2	147904.2	0	COST ADJ. NO. 4	
Secnd Yr	124816.64	119873.41	156947.65	0	Secnd Yr	.061144
Thirld Yr	132435.95	127190.96	166528.37	0	Thirld Yr	.061044
Forth Yr	141275.25	135680.19	177643.14	0	Forth Yr	.066744
Fifth Yr	151171.02	145184.05	190086.33	0	Fifth Yr	.070046
Sixth Yr	161759.64	155353.32	203400.73	0	Sixth Yr	.070044
TOTAL COST	829083.09	796248.12	1042510.4	0		

PROP #2

OPTION #5

First Yr	114130.8	106755	115683.6	0	COST ADJ. NO. 5	
Secnd Yr	125543.88	117430.5	127251.96	0	Secnd Yr	.061144
Thirld Yr	138098.27	129173.55	139977.16	0	Thirld Yr	.061044
Forth Yr	151908.09	142090.91	153974.87	0	Forth Yr	.066744
Fifth Yr	167098.90	156300.00	169372.36	0	Fifth Yr	.070046
Sixth Yr	183808.79	171930.00	186309.59	0	Sixth Yr	.070044
TOTAL COST	880588.74	823679.95	892569.54	0		

Each Year .1

Ind Waste Nat. Serv SCA Serv. Theta Serv

PROP #3				
Zone No. 4				
Opt. 1	4.33	3.36	3.19	0
Opt. 2	4.08	3.16	3.15	0
Opt. 3	6.4	4.14	3.89	0
Opt. 4	4.08	3.23	4.07	0
Opt. 5	3.96	3.07	3.14	0

ZONE #4

PROP #3

OPTION #1

First Yr	0	0	0	0	COST ADJ. NO. 1	
Secnd Yr	10968	8520	8088	0		
Third Yr	23232	18048	17136	0	Secnd Yr	.056
Forth Yr	37080	28800	27360	0	Third Yr	.06
Fifth Yr	52992	41184	39072	0	Forth Yr	.064
Sixth Yr	70800	54960	52200	0	Fifth Yr	.072
TOTAL COST	195072	151512	143856	0	Sixth Yr	.068

PROP #3

OPTION #2

First Yr	0	0	0	0	COST ADJ. NO. 2	
Secnd Yr	10536	8160	8136	0		
Third Yr	22800	17664	17616	0	Secnd Yr	.077
Forth Yr	37224	28872	28800	0	Third Yr	.0825
Fifth Yr	54528	42336	42144	0	Forth Yr	.088
Sixth Yr	74520	57840	57600	0	Fifth Yr	.099
TOTAL COST	199608	154872	154296	0	Sixth Yr	.0935

PROP #3

OPTION #4

First Yr	0	0	0	0	COST ADJ. NO. 4	
Secnd Yr	10390.722	8225.9882	10365.254	0		
Third Yr	22050.026	17456.271	21995.982	0	Secnd Yr	.061144
Forth Yr	35282.600	27932.058	35196.122	0	Third Yr	.061044
Fifth Yr	50338.672	39851.449	50215.292	0	Forth Yr	.066744
Sixth Yr	67330.742	53303.504	67165.715	0	Fifth Yr	.070046
TOTAL COST	185392.76	146769.27	184938.37	0	Sixth Yr	.070044

PROP #3

OPTION #5

First Yr	0	0	0	0	COST ADJ. NO. 5	
Secnd Yr	10464	8112	8280	0		
Third Yr	23040	17808	18240	0		
Forth Yr	38016	29448	30096	0	Each Year	.1
Fifth Yr	55776	43104	44160	0		
Sixth Yr	76680	59280	60720	0		
TOTAL COST	203976	157752	161496	0		

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

Representatives of SCA Services of Indiana, Inc. have studied the bid specifications, analyzed the scope and nature of the work to be performed to include capital expenditure, labor expense, volume of materials generated and disposal requirements necessary to meet state regulations.

2. Explain your plan or layout for performing the proposed work. SCA Services intends to use the most sophisticated, up to date radio equipped equipment to service the Fort Wayne, Indiana contract. New 31 cubic yard Hi-Density Rear Load Packers mounted on new MR Mack chassis along with adequate management and operation personnel will achieve a good service balance throughout the city and schedule service days so that approximately 1/5 of the city will be serviced daily, Monday thru Friday, on a regular basis. Satellite vehicles will collect from storage locations and driver will empty into 31 cubic yard rear loader. When full, trucks will be driven to the Adams Center Sanitary Landfill where contents will be discharged. A landfill compactor will then be driven over solid waste to compact solid waste completely. Daily and final cover will be applied as required by State Law.

3. The work, if awarded to you, will have the personal supervision of whom?

Mr. Barry C. Pruitt of SCA Services of Indiana Inc. reporting directly to Robert E. Settlemire, President of SCA Services of Indiana, Inc.

- *4. Do you intend to do the hauling on the proposed work with your own forces? Yes.
If so, give amount and type of equipment to be used. Seven (7) new Mack MR w/31 yard Leach Packers, 21 new Cushman Refuse vehicles.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. N/A

We will use no subcontractors.

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

National Serv-All has been doing the proposed work in Fort Wayne since January 1, 1966
and we have the most experience of any of the proposed bidders on this type of work
in the City of Fort Wayne, Indiana.

2. Explain your plan or layout for performing the proposed work We propose to use 17 trucks for the
work in Fort Wayne, Indiana for the six (6) year contract. Each truck will be radio
equipped to not only talk to the office, but also to talk to each other. We propose
to use 31 cubic yard high compaction bodies to give total service at each house each
week. We will not have to send out any smaller trucks or any other auxiliary equipment
to pickup the bulky goods as the type of equipment that we propose to use will collect
totally from each household any and all material which needs to be collected under the
contract specifications. Each truck will be diesel powered for maximum economy,
will have mud and snow tires on so that it can go through the normal winter conditions
that we experience in Fort Wayne, Indiana. Each truck will be equipped with a positraction
type rear axel assembly so that they will be even more capable of going through alleys in
deep snow. We do propose to adhere 100% to the specifications especially in the areas of;
all material must be within five (5) feet of the curb or alley as designated by the Contractor
and provide State approved sanitary disposal in our sanitary landfill in the southwest
part of Allen County.

3. The work, if awarded to you, will have the personal supervision of whom? Charles Walbridge

- *4. Do you intend to do the hauling on the proposed work with your own forces? Yes
If so, give amount and type of equipment to be used 17 refuse trucks with 31 cubic yard high
compaction refuse beds.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's
contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and
financial responsibility NO

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

Equal Employment Opportunity/Affirmative Action Office
Room 380 Telephone (219)423-7593

September 21, 1981

Mr. Barry Pruitt
SCA Services, Inc.
P.O. Box 6130
Fort Wayne, IN 46896

Re: Amended Affirmative Action Conference on September 18, 1981

Those Present:

Mr. Robert Settlemire, President
State of Indiana, SCA Services

Barry Pruitt, District Manager

Chuck Cogdell, Legal Counsel for
State of Indiana, SCA Services
Levingston, Dildine, Haynie, Yoder

Dear Mr. Pruitt:

Pursuant to our conversation of September 18, 1981 at the Affirmative Action Conference in the Board of Works Hearing Room, it was stated that your firm will commit that your total workforce goal in the City of Fort Wayne, Indiana, will comprise of 50% minorities prior to the effective date of the contract for Collection of Garbage and Refuse. The date given us, by you as a timetable is December 15, 1981.

At that time I informed you the Personnel Department will be willing to assist your company in minority recruitment. Please do not hesitate to contact me.

It was also stated there will be one employee transferred to your company, Fort Wayne, Indiana, from out of town.

Please advise me of any changes in the above.

Sincerely,

M. Frances Ganaway
M. Frances Ganaway
EEO/AA Director

cc: Mr. Robert Settlemire
Mayor Win Moses
Mark Angel
Jim Huntine

Connie Reed
Linda Johnson.
Bd. of Works

Mayor's AA Council
Chuck Cogdell

Contingent upon the Awarding of a Contract for Collection of Garbage and Refuse
CITY OF FORT WAYNE for the City of Fort
AFFIRMATIVE ACTION PROGRAM Wayne, Indiana.

Name of Company SCA Services of Indiana, Inc.
 Address PO Box 6130, 5225 Old Maumee Rd. City Fort Wayne, Indiana
 Zip 46896 46803 Phone 749-9689

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Robert E. Settlemyre President

PLEASE PRINT

Title

Date September 10, 1981 Signature Robert E. Settlemyre

sions are obligated to adhere to

1. Does your firm have a written Affirmative Action Program? Yes X No
 The Corporate Headquarters has an EEO Policy and Program by which all subdivi-/

A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No

3. Current number of employees 24
 Number of employees as of October 1981 28 January 1981 12 April 1981 12
 and July 1981 24 1980

4. Workforce Analysis:

EMPLOYEES BY RACE/ETHNICITY/SEX

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Dist. mgr.		1
Lead Drivers	\$6.60-7.20/hr.	6
Salesworker	\$225.-\$240./wk	1
Supervisor	\$7.17- 7.65/Hr	2
Mechanic	\$6.75-8.19/hr.	4
Driver	\$6.60-7.20/hr.	34
Welder	\$6.60 hr.	1
Laborer	\$5.00/hr.	1
Office Clerk	\$3.50-5.50/hr.	2

W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
1								
1		4		1				
1								
2								
2		2						
13		19		2				
1								
1								
	2							

Handicapped: Yes X No

List Number 0

B- Black (not of Hispanic Origin) H- Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN- American Indian or Alaskan Native API- Asian or Pacific Islanders F- Females

EEO/AA/MFG 8/1/81

- Over -

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) Difference in employment statistics from the period of October 1980 to July 1981 was caused by the acquisition of another company and their employees.

6. List minority recruitment sources: Equal Employment Opportunity Office and all other available sources for the recruitment of minorities.

7. Does your company anticipate an increase in employment this year? X Yes No
Approximately how many? 28 effective January 1, 1982

8. What specific goals can you achieve for the employment of minorities during 1981-82?

A. Officials and Managers	<u>0</u> %
B. Professionals	<u>0</u> %
C. Technicians <u>Supervisors & Lead Drivers</u>	<u>13.5</u> %
D. Sales Workers	<u>0</u> %
E. Office and Clerical	<u>0</u> %
F. Skilled Craftsmen	<u>7.4</u> %
G. Other	<u>74.1</u> %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of SCA Services of Indiana, Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy SCA Services of Indiana, Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The District Manager will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

SCA Services of Indiana, Inc. 9-23-81

Name of Company or Firm Date

Signature of Highest Company Official

Robert E. Settlemire, President

Name and Title of Signer (Please type or Print)

Proposed
Contingent upon the Awarding of a Contract for Collection of Garbage and Refuse for the City of
STATISTICAL INFORMATION
Fort Wayne, Indiana.

FOR

SCA Services of Indiana, Inc. **AFFIRMATIVE ACTION/CONTRACT COMPLIANCE**

Name of Contractor or Supplier

Robert E. Settlemyre

(Information Given By)

PO Box 6130, 5225 Old Maumee Rd., Fort Wayne, Indiana 46803

Gail L. Powell

9/3/81

Address And Telephone Number 749-9689

(Person Fillin Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES									TOTAL EMPLOYEES
	W		BLK		H		Other		(Designate)	W		BLK		H		Other		(Designate)	
	M	F	M	F	M	F	M	F		M	F	M	F	M	F	M	F		
1.OFFICAL & ADMINISTRATORS	1																		1
2.PROFESSIONALS																			
Supervisors & Lead 3. TECHNICIANS Drivers	3		4		1														8
4.OPERATIVES	13		19		2														34
5.LABORER	1																		1
6.OFFICE AND CLERICAL		2																	2
7.SKILLED CRAFT WORKERS	1																		1
8.SERVICE-MAINTENANCE WORKERS	2		2																4
9.SALES WORKERS	1																		1
TOTALS	22	2	25		3														52
PERCENTAGES	42%	3.8	48%		5.8%														

MFG. Not. I-22-80

Commencement date / 12/15/81
Upon Award of City Contract for Collection of
Garbage and Refuse in Fort Wayne, Indiana.

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY AKRON OHIO

PHONE NUMBER 1-216-375-2831

CONTACT PERSON TALK STELER SUPT OF SANITATION

Identify reason for calling

#1. I understand SCA is currently under contract for residential garbage collection in your community:

A. When was the contract let? 1st-3yr
2nd-3yr Exp 1/82 How long does it run? 5

B. What is the number of household units served? - 1/5th OF CITY

#2. Has there been any cost adjustment factors initiated by the company other than those specified by the contract when let? YES (INCREASED TO INCLUDE ALL LAB ITEMS (MUTUAL TO CITY) 2. COST INCREASE DUE TO SCA DISPOSAL AT RECYCLING PLANT INSTEAD OF LANDFILL (.909)

#3. How would you describe customer service: Satisfactory X
Unsatisfactory

#4. Are the company employees: Union X (MUTUAL) Non-union

Have there been any work stopages and/or defaults on any aspect of the contract? 1978 - SCA STOPPAGE (2 UNION MECHANICS INITIATED - CITY ARRANGED COLLECTION COST DEONCTED FROM SCA BILL - PENALTY CLAUSE NOT INITIATED BY CITY)

Extended comments:

X.M

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY Arlington Heights, Ill.
 PHONE NUMBER 312-255-4717, 253-2340 X 247
 CONTACT PERSON Wenand - Bd. of Health

Identify reason for calling

#1. I understand This is currently under contract
 for residential garbage collection in your community:

A. When was the contract let? 1/79 How long does it run? 12/1983
 B. What is the number of household units served? 70,000 pop.

#2. Has there been any cost adjustment factors initiated by the company other than
 those specified by the contract when let? No - Rents killed
but

#3. How would you describe customer service: Satisfactory ☒
 Unsatisfactory ☐

#4. Are the company employees: Union ☒ Non-union ☐
 Have there been any work stoppages and/or defaults on any aspect of the
 contract? No

Extended comments: 3-11 Complaints a month. Equipment
kept well. Refuse to clean up around cans.

\$ 7.50 mo. cont-side
12.11 Back door service

Billing:
Quarterly in advance
 BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY

Dayton, Ohio

PHONE NUMBER

513-225-5065 (5324)

CONTACT PERSON

Charles Williams - Supt. of Waste Collection

Identify reason for calling

#1. I understand Waste Management is currently under contract for residential garbage collection in your community:

A. When was the contract let? City Operated How long does it run? _____

B. What is the number of household units served? _____

#2. Has there been any cost adjustment factors initiated by the company other than those specified by the contract when let? _____

#3. How would you describe customer service: Satisfactory _____

Unsatisfactory _____

#4. Are the company employees: Union _____ Non-union _____

Have there been any work stopages and/or defaults on any aspect of the contract? _____

Extended comments:

Waste Management has landfill only

BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY Deerfield, Ill.
 PHONE NUMBER 312-945-5000
 CONTACT PERSON George Valentine - Finance Officer

Identify reason for calling

- #1. I understand Telco is currently under contract for residential garbage collection in your community:
- A. When was the contract let? 10/1/80 How long does it run? 5 yrs.
 B. What is the number of household units served? 5,000 Opt- 3-yr add.
- #2. Has there been any cost adjustment factors initiated by the company other than those specified by the contract when let? No
80% of CPI (Chicago)
- #3. How would you describe customer service: Satisfactory ✓ OK
 Unsatisfactory _____
- #4. Are the company employees: Union _____ Non-union ✓
 Have there been any work stopages and/or defaults on any aspect of the contract? No

Extended comments: Some complaints - Too fast - Spilling garbage - No cleaning up. Basically they are looking at price.

BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY Kokomo, Ind.
 PHONE NUMBER 317-457-9338 *Municipal Sanitation*
 CONTACT PERSON 317-452-4033 *Controller* Bruce Carter *(459-4541 City Eng. Port Martin)*

Identify reason for calling

#1. I understand Ind. Waste Systems is currently under contract for residential garbage collection in your community:

A. When was the contract let? _____ How long does it run? _____

B. What is the number of household units served? _____

#2. Has there been any cost adjustment factors initiated by the company other than those specified by the contract when let? _____

#3. How would you describe customer service: Satisfactory _____
 Unsatisfactory _____

#4. Are the company employees: Union _____ Non-union _____
 Have there been any work stopages and/or defaults on any aspect of the contract? _____

Extended comments: _____

BPC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY Lancaster, Penn
PHONE NUMBER 717-291-4739
CONTACT PERSON Arthur Fisher - Public Dept

Identify reason for calling

#1. I understand SCA is currently under contract
for residential garbage collection in your community:

- A. When was the contract let? 11/81 How long does it run? 2 yrs
B. What is the number of household units served? 59,000 Pop.

#2. Has there been any cost adjustment factors initiated by the company other than
those specified by the contract when let? No

#3. How would you describe customer service: Satisfactory X Very Excellent
Unsatisfactory _____

#4. Are the company employees: Union _____ Non-union X
Have there been any work stoppages and/or defaults on any aspect of the
contract? No

Extended comments: Very little complaints - Twice a week in summer.
Service exceptionally good. SCA bought local company four
years ago (still operates as Greater Lancaster Disposal) Have had
Contract four years. City only picks up garbage - no trash.
Resident must contract for trash and pay.

BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY LIMA OHIO

PHONE NUMBER 419-228-5462

CONTACT PERSON GALEN GAULT - DIR. OF UTILITIES
(K.O.) - CALL FRI

Identify reason for calling

#1. I understand SCA is currently under contract
for residential garbage collection in your community:

A. When was the contract let? 5 yrs or 6 yrs ago How long does it run? 3 yrs.

B. What is the number of household units served? 14,250 single & duplex
+ Com & ind.

#2. Has there been any cost adjustment factors initiated by the company other than
those specified by the contract when let? No

#3. How would you describe customer service: Satisfactory X Very Good
Unsatisfactory _____

#4. Are the company employees: Union X Non-union _____
Have there been any work stoppages and/or defaults on any aspect of the
contract? No

Extended comments: Insurance company brought in SCA about
5 yrs ago when OSSI defaulted on contract. They moved in and took
over very fast & smoothly. Service has been exceptional -
very few complaints. They developed the scooter system for
alleys because of complaints of trucks taking up alleys & curbs.
Have built over railroad to work with city.

BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY MIDDLETON, OHIO
 PHONE NUMBER 513-425-7872
 CONTACT PERSON BOB MOSCHELL DR OF UTILITY OPER.
CALL FRI

Identify reason for calling

- #1. I understand SCA is currently under contract
 for residential garbage collection in your community:
 A. When was the contract let? ⁷²⁻⁷⁵75-80 How long does it run? 8 yrs.
 B. What is the number of household units served? 14,000
- #2. Has there been any cost adjustment factors initiated by the company other than
 those specified by the contract when let? 1973 - asked for fuel
adjustment - didn't get
- #3. How would you describe customer service: Satisfactory ☒ Very satisfactory
Alley + curb service + Unsatisfactory _____
Curb-out Tennant
- #4. Are the company employees: Union ☒ Non-union _____
 Have there been any work stoppages and/or defaults on any aspect of the
 contract? No

Extended comments: New contract let with BFI - past contract
Says to SCA Completely satisfied. Would have liked
to have used SCA again but BFI was low bidder.

BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY MUSKEGON Hts, Mich
 PHONE NUMBER 616-733-1351
 CONTACT PERSON FRED SNYDER - CITY MANAGER

Identify reason for calling

#1. I understand SCA is currently under contract
 for residential garbage collection in your community:

A. When was the contract let? April 1981 How long does it run? 3 yrs

B. What is the number of household units served? - 14000 people
3-4 trucks

#2. Has there been any cost adjustment factors initiated by the company other than
 those specified by the contract when let? NA

#3. How would you describe customer service: Satisfactory "EXCELLENT" X
 Unsatisfactory _____

#4. Are the company employees: Union ? Non-union ?
 Have there been any work stoppages and/or defaults on any aspect of the
 contract? ?

Extended comments: New service - expected problems due to
racial conflicts in the city - no problems have occurred -
excellent delivery of service - found new side loader
trucks - ally service
ATK

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY OKLAHOMA CITY

PHONE NUMBER 405-751-6220

CONTACT PERSON MR. BUTLER (DIR) ADM OFFICE OF SANITATION
CALL AT 3:30 WEDS

Identify reason for calling

#1. I understand SCA is currently under contract
 for residential garbage collection in your community:

A. When was the contract let? 5/1/77 How long does it run? 5 yrs.

B. What is the number of household units served? 25,000

#2. Has there been any cost adjustment factors initiated by the company other than
 those specified by the contract when let? No

#3. How would you describe customer service: Satisfactory X "Very Good"
 Unsatisfactory _____

#4. Are the company employees: Union City Union Non-union X
 Have there been any work stoppages and/or defaults on any aspect of the
 contract? No

Extended comments: Good management. Equipment kept up and
clean. Complaints handled well. Willing to assist the city
with holidays and special projects.

BRC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY Rockford, Ill.

PHONE NUMBER 815-987-5571

CONTACT PERSON Harriet Muehle - Sec. to Commissioner

Identify reason for calling

#1. I understand T. Hite is currently under contract
for residential garbage collection in your community:

A. When was the contract let? 5 yrs + 3 yrs^{1 year} How long does it run? 9 yrs

B. What is the number of household units served? ?

#2. Has there been any cost adjustment factors initiated by the company other than those specified by the contract when let? No [City-wide clean-up was more than expected & T. Hite asked for more money, request was denied.]

#3. How would you describe customer service: Satisfactory ☒ Very Good
Unsatisfactory ☐

#4. Are the company employees: Union ☒ Transitory Non-union ☐

Have there been any work stoppages and/or defaults on any aspect of the contract? No

Extended comments: Very few complaints. Excellent working relationship between T. Hite & City. Well kept equipment. Courteous workers.

BPC

REFERENCE CHECK ON GARGABE CONTRACTORS

CITY Valparaiso, Ind.
PHONE NUMBER ~~1-462-4612~~ 1-462-4612 H. Dept.
CONTACT PERSON Don Hovey

Identify reason for calling

- #1. I understand Ind. Waste System is currently under contract for residential garbage collection in your community:
- A. When was the contract let? Landfill only How long does it run? _____
- B. What is the number of household units served? _____
- #2. Has there been any cost adjustment factors initiated by the company other than those specified by the contract when let? _____
- #3. How would you describe customer service: Satisfactory _____
Unsatisfactory _____
- #4. Are the company employees: Union _____ Non-union _____
Have there been any work stoppages and/or defaults on any aspect of the contract? _____

Extended comments: Landfill - "right up to par"
Very professional.

BRC